OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 4200139002 (Y) 51 BH4/JDT 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Michele H. Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Χ NAS 9-02102 2/3/03 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200139002 Total Obligation: \$1,900,000 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$1,900,000 from \$57,413,442.33 to \$59,313,442.33 Replacement page is attached. Changes have been vertically bar-marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W, Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED ΒY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Funding Recapitulation

		Ac	ditional Funding	
	49		Mod 51	TOTAL
Cost	\$ 53,323,960.71	\$	1,751,152.07	\$ 55,075,112.78
Fee	\$ 4,089,481.62	\$	148,847.93	\$ 4,238,329.55
Total	\$ 57,413,442.33	\$	1,900,000.00	\$ 59,313,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$55,075,112.78. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: January 5, 2006.
- (b.) An additional amount of **\$4,238,329.55** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 4200141034 (Y) 52 BH4/JDT 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE CODE NASA/Johnson Space Center Attn: BH/Michele H. Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE FACILITY CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200139002 Total Obligation: \$1,900,000 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paving office, X appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is required to sign this document and return is not, copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$500,000 from \$59,313,442.33 to \$59,813,442.33 Replacement page is attached. Changes have been vertically bar-marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W, Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Funding Recapitulation

		Ad	ditional Funding	
	51		Mod 52	TOTAL
Cost	\$ 55,075,112.78	\$	460,829.49	\$ 55,535,942.27
Fee	\$ 4,238,329.55	\$	39,170.51	\$ 4,277,500.06
Total	\$ 59,313,442.33	\$	500,000.00	\$ 59,813,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$55,535,942.27. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: January 16, 2006.
- (b.) An additional amount of \$4,277,500.06 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

	OMB Approval No. 2700-00						
		SOLICITATION/ OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AME	NDMENT/MODIFICATION NO. 53	3. EFFECTIVE DATE See Block 16C		ilsition/purchase req. no. 2150 (Y)	5. PROJEC	CT NO. (If applicable)	
6. ISSI	JED BY CODE	BH4/JDT	7. ADMII	NISTERED BY (If other than Item 6)	CODE		
Attn: 2101	A/Johnson Space Center BH/Michele H. Ladrach NASA Parkway ton, TX 77058-3696		-	See Block	∢6		
8. NAM	E AND ADDRESS OF CONTRACTOR	(No., street, county, State, and ZIP Co	ide)				
Attn: Bay 7 555 F	neon Technical Services Cor Cheryl Jones, Contracts Ma Ferrace II Forge River Road Suite 120 ster, TX 77598-4357			·			
CODE			FACILITY	CODE			
(x)	9A. AMENDMENT OF SOLICITATION	INO.	9B. DAT	ED (SEE ITEM 11)			
Х	10A. MODIFICATION OF CONTRACT NAS 9-02102	ORDER NO.	10B. DA 2/3/03	TED (SEE ITEM 13)			
	11.	THIS ITEM ONLY APPLIES TO	AMENDME	ENTS OF SOLICITATIONS			
Offers r (a) By c Submitt BE REC YOUR or letter	the above numbered solicitation is amend must acknowledge receipt of this amendr the sompleting Items 8 and 15, and returning ted; or (c) By separate letter or telegram CEIVED AT THE PLACE DESIGNATED OFFER. If by virtue of this amendment you makes reference to the solicitation and the CCOUNTING AND APPROPRIATION.	copies of the amendment; (b) which includes a reference to the solic FOR THE RECEIPT OF OFFERS PRou desire to change an offer already shis amendment, and is received prior	ed in the sol By acknowle Itation and a IOR TO TH ubmitted, su to the openi	citation or as amended, by one of the adding receipt of this amendment on a sumendment numbers. FAILURE OF YE HOUR AND DATE SPECIFIED MATCH change may be made by telegraming hour and date specified.	each copy of the COUR ACKNOWN RESULT IN	ne offor DWLEDGEMENT TO I REJECTION OF	
		THIS ITEM APPLIES ONLY TO MODE MODIFIES THE CONTRACT/ORDE					
(x)	A. THIS CHANGE ORDER IS ISSUEI CONTRACT ORDER NO, IN ITEM 10.		THE CHAN	IGES SET FORTH IN ITEM 14 ARE I	MADE IN THE		
X	B. THE ABOVE NUMBERED CONTR appropriation date, etc.) SET FORTH I B.4. CONTRACT FUNDING C. THIS SUPPLEMENTAL AGREEM	N ITEM 14, PURSUANT TO THE AU	THORITY O	F FAR 43.103(b). FAR 52-232-22,			
	d. OTHER (Specify type of modification					 	
		<u></u>					
	ORTANT: Contractor X is not,	is required to sign this docume	 				
The cont	14. description of amendment/modification (<i>Organized by UCF section headings, including solicitation/contract subject matter where feasible.</i>) The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$1,000,000 from \$59,813,442.33 to \$60.,813,442.33. Replacement page is attached. Changes have been vertically bar-marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (<i>Type or print</i>) 16A. NAME AND TITLE OF CONTRACTING OFFICER (<i>Type or print</i>)						
	AME AND TITLE OF SIGNER (Type or I	,		a W, Maclean, Contracting			
15B. C	ONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UN BY	ITED STATES OF AMERICA		16C. DATE SIGNED	
	(Signature of person authorized to sign)			(Signature of Contracting Officer)			

Funding Recapitulation

	50	Ad	ditional Funding	TOTAL
	52		Mod 53	TOTAL
Cost	\$ 55,535,942.27	\$	921,658.99	\$ 56,457,601.26
	\$ 4,277,500.06	\$	78,341.01	\$ 4,355,841.07
Total	\$ 59,813,442.33	\$	1,000,000.00	\$ 60,813,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$56,457,601.26. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: February 17, 2006.
- (b.) An additional amount of **\$4,355,841.07** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 54 N/A BH 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Michele Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE FACILITY CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2, Changes - Cost Reimbursement d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-54, Space Vehicle Mockup Facility (SVMF) Projects modification. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal December 9, 2005, as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-54 as well as all contract changes made in this modification.

Replacement pages and an update to the Statement of Work, with the addition of Section 2.1.2.g. are attached and are hereby incorporated into the contract. Changes have been bolded and bar marked.

Contract Value Reconciliation

(Does not include IDIQ)

Basic Reconciliation

(Includes Exercised Options 1 & 2)	Prior to Mod 54	Mod 54	Revised Total
Estimated Cost	\$66,006,721	\$4,728,967	\$70,735,688
Maximum Available Award Fee	\$6,219,751	\$256,967	\$6,476,718
Cost Plus Award Fee	\$72,226,472	\$4,985,934	\$77,212,406

Option 3. Clause F.6-3 Reconciliation

opulation, orange 1 to 0 account				
	Prior to Mod 54	Mod 54 Basic	Mod 54 Option 3	Revised Total
Estimated Cost	\$ 82,301,568	\$4,728,967	\$1,782,564	\$88,813,099
Maximum Available Award Fee	\$7,767,759	\$256,967	\$169,344	\$8,194,070
Total	\$90,069,327	\$4,985,934	\$1,951,908	\$97,007,169

Award Fee Reconciliation

Evaluation Period	Prior to Mod 54	Mod 54	Revised Total
Basic		·	
04/01/03-09/30/03 (Earned)	\$635,835	\$0	\$635,835
10/01/03-03/31/04 (Earned)	\$672,701	\$0	\$672,701
04/01/04-09/31/04 (Earned)	\$688,454	\$0	\$688,454
10/01/04-03/31/05 (Earned)	\$708,355	\$0	\$708,355
04/01/05-09/31/05 (Earned)	\$774,005	\$0	\$774,005
10/01/05-03/31/06 (Available)	\$814,742	\$85,656	\$900,398
04/01/06 - 09/30/06 (Available)	\$766,791	\$85,656	\$852,447
10/01/06 - 03/31/07 (Available)	\$766,790	\$85,656	\$852,446
Option 3	<u> </u>		
04/01/07 - 09/30/07 (Available)	\$774,004	\$84,672	\$858,676
10/01/07 - 03/31/08 (Available)	\$774,004	\$84,672	\$858,676

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$70,735,688. The maximum available award fee, excluding base fee, if any, is \$6,476,718. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$77,212,406.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

- (a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$8,800,000. See task order procedures.
- (b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

"The estimated cost of this contract is \$88,813,099. The maximum available award fee, excluding base fee, if any, is \$8,194,070. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$97,007,169."

- (b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:
 - "(a) Total estimated cost of the IDIQ section of the contract is NTE \$ 10,000,000. See task order procedures."
- (c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.
- (d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102

Destination: Johnson Space Center "

g. <u>Sustaining Engineering</u> – Providing project planning (developing project plans, statusing) and Estimation (costing), requirements definitization, discrepancy Report (DR) analysis and anomaly resolution, system safety and specialty engineering (stress analysis and FMEA).

2.1.3 Logistics and Mockup Facility, 920L

The 920L Logistics and Mockup Facility, located in the SCTF, contains machine, wood shop tools and supporting equipment. The Contractor may use the LMF to maintain repair and upgrade mockups for the NBL & SVMF. The contractor shall maintain, schedule and operate the equipment in 920L and accommodate use by other users as approved by NASA.

2.1.4 Projects

It is expected that small projects will be performed as part of the routine operations. Larger projects will occasionally be identified, however, and will be authorized separately via the indefinite delivery indefinite quantity (IDIQ) portion of the contract.

2.2 Contract Emphasis

Above all else, the facilities must be operated in a manner safe to all personnel involved. Due to the potentially hazardous nature of this training, it is imperative that safety be incorporated into every aspect of facility operations and maintenance to assure that people and property are protected.

Critical elements to the success of this contract include:

- Safety practices, programs, and records
- Cost efficient and reliable facilities available for customer use
- A proactive customer service organization that is responsive to customer needs and resolves all problems in a timely and efficient manner

Safety is of paramount importance.

3.0 SCOPE

This document describes the specific requirements for the operation of the NBL and the SVMF.

4.0 DOCUMENTS

The following documents are applicable to this contract. The current versions most

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$ 635,835
10/01/03 - 03/31/04	\$ 747,445	\$ 672,701
04/01/04 - 09/30/04	\$ 764,949	\$ 688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355
04/01/05 - 09/30/05	\$ 814,742	\$774,004.90
10/01/05 - 03/31/06	\$ 900,398	
04/01/06 - 09/30/06	\$ 852,447	
10/01/06 - 03/31/07	\$ 852,446	
EVALUATION PERIOD (OPTION 3)		
04/01/07 - 09/30/07	\$ 858,676	
10/01/07 - 03/31/08	\$ 858,676	

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 4200143476 (Y) 55 BH4/JDT 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE CODE NASA/Johnson Space Center See Block 6 Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200143476 Total Obligation: \$5,800,000 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF d. OTHER (Specify type of modification and authority) х E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$5,800,000 from \$60,813,442.33 to \$66,613,442.33. Replacement page is attached. Changes have been vertically bar-marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W, Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

Funding Recapitulation

	53	Ad	ditional Funding Mod 55	TOTAL
Cost	\$ 56,457,601.26	\$	5,345,622.12	\$ 61,803,223.38
	\$ 4,355,841.07	\$	454,377.88	\$ 4,810,218.95
Total	\$ 60,813,442.33	\$	5,800,000.00	\$ 66,613,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$61,803,223.38. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: June 16, 2006.
- (b.) An additional amount of **\$4,810,218.95** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 4. REQUISITION/PURCHASE REQ. NO. 4200143636 (Y) 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) See Block 16C 56 BH4/JDT 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE CODE NASA/Johnson Space Center Attn: BH/Michele H. Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200143636 Total Obligation: \$50,000 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, X appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor x is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a) replace in its entirety the chart in section B.3 entitled "Estimated Cost and Fee for the Indefinite Delivery/Indefinite Quantity Requirements of the Contract", with the chart that reflects the current status of Indefinite Delivery/Indefinite Quantity delivery orders, and b) modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$50,000 from \$66,613,442.33 to \$66,663,442.33. The replacement pages are attached. Changes have been boided and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W, Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT (CONTINUED)

	IDIQ						· · · · ·	
	Order	Rev.	E	stimated	ļ		To	tal Order
PERIOD COVERED	Number	No.		Cost	Fi	xed Fee		Value
04/01/03 - 06/01/03	901	1	\$	100,000	\$		\$	-
05/12/03 - 06/01/03	901	1	\$	150,000	\$	-	\$	-
06/17/03 - 09/30/03	901	2	\$	285,898	\$	22,872	\$	308,769
05/28/03 - 07/30/03	902	-	\$	108,263	\$	8,661	\$	116,924
05/28/03 - 07/30/03	902	1	\$	12,526	\$	_	\$	12,526
06/20/03 - 09/19/03	903	-	\$	120,263	\$	9,621	\$	129,884
06/20/03 - 12/19/03	904	-	\$	164,059	\$	13,125	\$	177,183
06/20/03 - 05/21/04	904	1	\$	66,077	\$	5,286	\$	71,363
12/22/03 - 05/15/04	905	-	\$	140,698	\$	11,256	\$	151,954
12/22/03 - 05/21/04	905	1	\$	23,665	\$	1,893	\$	25,558
12/22/03-7/02/04	905	2	\$	12,888	\$	1,031	\$	13,919
01/16/04 - 09/31/04	906	-	\$	122,234	\$	9,779	\$	132,012
03/01/03 - 07/30/04	907	- ′	\$	333,023	\$	26,642	\$	359,665
05/15/04 - 02/02/05	908	-	\$	367,996	\$	29,440	\$	397,436
5/15/04-2/18/05	908	1	\$	107,834	\$	8,627	\$	116,461
05/14/04 - 09/28/04	909	-	\$	215,416	\$	17,233	\$	232,649
4/13/05-9/30/05	909	1	\$	55,063	\$	4,405	\$	59,468
4/13/05-12/31/05	909	2	\$	82,521	\$	6,602	\$	89,123
5/20/04-03/01/05	910	-	\$	95,988	\$	7,679	\$	103,667
7/23/04-9/23/04	911	1	\$	156,961	\$	12,557	\$	169,518
7/30/04-4/18/05	912	-	\$	174,450	\$	13,956	\$	188,406
5/27/05-9/06/05	913		\$	502,026	\$	40,162	\$	542,188
6/29/05-9/23/05	913	1	\$	16,818	\$	1,345	\$	18,163
7/20/2005-9/9/05	914		\$	146,959	\$	11,757	\$	158,716
12/16/05-9/15/06	915		\$	345,185	\$	27,615	\$	372,800
12/16/05-9/7/06	916		\$	183,161	\$	14,653	\$	197,814
2/1/06-9/12/06	917		\$	364,063	\$	29,125	\$	393,188
2/1/06-9/14/06	918		\$	290,332	\$	23,227	\$	313,559
			L			TOTAL	\$	4,852,913

TO BE COMPLETED AS ORDERS/MODIFICATIONS ARE ISSUED

Funding Recapitulation

	55	Ad	ditional Funding Mod 56	TOTAL
Cost	\$ 61,803,223.38	\$	46,082.95	\$ 61,849,306.33
	\$ 4,810,218.95	\$	3,917.05	\$ 4,814,136.00
Total	\$ 66,613,442.33	\$	50,000.00	\$ 66,663,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$61,849,306.33 This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: June 16, 2006.
- (b.) An additional amount of **\$4,814,136.00** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 57 N/A BH/ 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Cynthia W. Maclean See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office. appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2, Changes - Cost Reimbursement d. OTHER (Specify type of modification and authority) x E. IMPORTANT: Contractor is not. is required to sign this document and return 3 copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-59, Space Vehicle Mockup Facility (SVMF) extended hours modification. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated February 6, 2006, as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-59 as well as all contract changes made in this modification.

Replacement pages are hereby incorporated into the contract. Changes have been bolded and bar marked.

Contract Value Reconciliation

(Does not include IDIQ)

Basic Reconciliation			
(Includes Exercised Options 1 & 2)	Prior to Mod 57	Mod 57	Revised Total
Estimated Cost	\$70,735,688	\$401,768	\$71,137,456
Maximum Available Award Fee	\$6,476,718	\$38,168	\$6,514,886
Cost Plus Award Fee	\$77,212,406	\$439,936	\$77,652,342

Option 3, Clause F.6-3 Reconciliation	Prior to Mod 57	Mod 57	Revised Total
Estimated Cost	\$88,813,099	\$299,524	\$89,112,623
Maximum Available Award Fee	\$8,194,070	\$28,455	\$8,222,525
Cost Plus Award Fee	\$97,007,169	\$327,979	\$97,335,148

Award Fee Reconciliation

Evaluation Period	Prior to Mod 57	Mod 57	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835	\$0	
10/01/03-03/31/04 (Earned)	\$672,701	\$0	
04/01/04-09/31/04 (Earned)	\$688,454	\$0	
10/01/04-03/31/05 (Earned)	\$708,355	\$0	
04/01/05-09/31/05 (Earned)	\$774,005	\$0	
10/01/05-03/31/06 (Available)	\$900,398	\$12,723	\$913,121
04/01/06 - 09/30/06 (Available)	\$852,447	\$12,723	\$865,169
10/01/06 – 03/31/07 (Available)	\$852,446	\$12,722	\$865,169
Option 3			
04/01/07 - 09/30/07 (Available)	\$858,676	\$14,228	\$872,904
10/01/07 - 03/31/08 (Available)	\$858,676	\$14,227	\$872,903

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$77,652,342. The maximum available award fee, excluding base fee, if any, is \$6,514,886. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$77,652,342.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

- (a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$8,800,000. See task order procedures.
- (b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

"The estimated cost of this contract is \$ 89,514,391. The maximum available award fee, excluding base fee, if any, is \$ 8,260,691. The base fee is \$ 0. Total estimated cost, base fee, and maximum award fee are \$ 97,775,082."

- (b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:
 - "(a) Total estimated cost of the IDIQ section of the contract is NTE \$ 10,000,000. See task order procedures."
- (c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.
- (d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102

Destination: Johnson Space Center "

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$ 635,835
10/01/03 - 03/31/04	\$ 747,445	\$ 672,701
04/01/04 - 09/30/04	\$ 764,949	\$ 688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355
04/01/05 - 09/30/05	\$ 814,742	\$774,004.90
10/01/05 - 03/31/06	\$ 913,121	
04/01/06 - 09/30/06	\$ 865,169	
10/01/06 - 03/31/07	\$ 865,169	
EVALUATION PERIOD (OPTION 3)		
04/01/07 - 09/30/07	\$ 872,904	
10/01/07 - 03/31/08	\$ 872,903	

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 3. EFFECTIVE DATE See Block 16C 58 N/A 7. ADMINISTERED BY (If other than Item 6) 6. ISSUED BY CODE NASA/Iohnson Space Center See Block 6 Attn: BH/Cynthia W. Maclean 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) NAS 9-02102 2/3/03 χ 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS is not extended. The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted: or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x)CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) X is not, E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to; a) replace in its entirety the chart in section B.3 entitled "Estimated Cost and Fee for the Indefinite Delivery/Indefinite Quantity Requirements of the Contract", with the chart that reflects the current status of Indefinite Delivery/Indefinite Quantity delivery orders, and b) incorporate the current Department of Labor (DOL) Wage Determination into the contract. The effective date of the DOL Wage Determination is April 1, 2006. Section of J-5 of the contract is replaced with the attached Wage Determination 1994-2516 (R26), dated May 23, 2005. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

	IDIQ							:
]	Order	Rev.	. Estimated		ited		Total Order	
PERIOD COVERED	Number	No.	Cost		Fixed Fee		Value	
04/01/03 - 06/01/03	901	-	\$	100,000	\$		\$	-
05/12/03 - 06/01/03	901	1	\$	150,000	\$	_	 	-
06/17/03 - 09/30/03	901	2	\$	285,898	\$	22,872	\$	308,769
05/28/03 - 07/30/03	902	-	\$	108,263	\$	8,661	\$	116,924
05/28/03 - 07/30/03	902	1	\$	12,526	\$		\$	12,526
06/20/03 - 09/19/03	903		\$	120,263	\$	9,621	\$	129,884
06/20/03 - 12/19/03	904	-	\$	164,059	\$	13,125	\$	177,183
06/20/03 - 05/21/04	904	1	\$	66,077	\$	5,286	\$	71,363
12/22/03 - 05/15/04	905	-	\$	140,698	\$	11,256	\$	151,954
12/22/03 - 05/21/04	905	1	\$	23,665	\$	1,893	\$	25,558
12/22/03-7/02/04	905	2	\$	12,888	\$	1,031	\$	13,919
01/16/04 - 09/31/04	906	-	\$	122,234	\$	9,779	\$	132,012
03/01/03 - 07/30/04	907	_	\$	333,023	\$	26,642	\$	359,665
05/15/04 - 02/02/05	908	-	\$	367,996	\$	29,440	\$	397,436
5/15/04-2/18/05	908	1	\$	107,834	\$	8,627	\$	116,461
05/14/04 - 09/28/04	909	-	\$	215,416	\$	17,233	\$	232,649
4/13/05-9/30/05	909	1	\$	55,063	\$	4,405	\$	59,468
4/13/05-12/31/05	909	2	\$	82,521	\$	6,602	\$	89,123
5/20/04-03/01/05	910	-	\$	95,988	\$	7,679	\$	103,667
7/23/04-9/23/04	911	-	\$	156,961	\$	12,557	\$	169,518
7/30/04-4/18/05	912	· _	\$	174,450	\$	13,956	\$	188,406
5/27/05-9/06/05	913		\$	502,026	\$	40,162	\$	542,188
6/29/05-9/23/05	913	1	\$	16,818	\$	1,345	\$	18,163
7/20/2005-9/9/05	914		\$	146,959	\$	11,757	\$	158,716
12/16/05-9/15/06	915		\$	345,185	\$	27,615	\$	372,800
12/16/05-9/7/06	916		\$	183,161	\$	14,653	\$	197,814
2/1/06-9/7/06	916	1	\$	(4,214)	\$	(337)	\$	(4,551)
2/1/06-9/12/06	917		\$	364,063	\$	29,125	\$	393,188
2/1/06-9/14/06	918		\$	290,332	\$	23,227	\$	313,559
2/10/06-8/27/06	919		\$	172,513	\$	13,801	\$	186,314
				_				
					1	TOTAL	\$	5,034,676

NAS 9-02102 Mod 58 Page 3 of 16

STANDARD FORM 98					1.1	NOTICE NO.
January 1996 NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE				41573		
U.S. DEPARTMENT OF LABOR					(Memorandum)	
EMPLOYMENT STANDARDS (See Instructions on Reverse))	NAS 9-02102		
ADMINISTRATION					Modifica	ntion 58
ADMINISTRATION			2. 1	Estimated solicitation d	ate <i>(use num</i>	erals)
MAIL TO:						• •
			Mo	nth Day		Year
Administrator						
Wage and Hour Division			3. I	Estimated date bids or p	proposals to	be opened
	U.S. De	partment of Labor	(5)		
Washington, DC 20210		•	Month Day		Year	
Washington, DC 20210						
				l Date contract performant Extension	nce to begin	(use mumerals)
			Mo	1 *		Year
5. PLACE(S) OF PERFORMANCE		6 SEDVICES TO	DE	04 PERFORMED (descrit	01	06
5. PLACE(S) OF PERFORMANCE		o. services to	DE	FERTORNED (descrit	je)	
		IV: Neutral Buoya	ncy	Lab/Space Vehicle Mo	ckup Facility	y Operations
HARRIS COUNTY, TX		WD David do O	4/01/07 - 00/01/05			
		NAS 9-02102	4/01/06 to 03/31/07			
7. INFORMATION ABOUT PERFORMANCE						
contractor	mployees	performed by Federa	ıl	C. Services in performe	not presently d	being
8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 A	S APPLICAI					
a. Name and address of incumbent contractor		b. Number(s) of a	any wage determination(s) in incumbent's contract			
Raytheon Technical Services Co., LLC WD 94-2516						
2224 Bay Area Blvd.						
Houston, TX 77058	1		Т	DECDONG	E TO NOTI	CE
c. Name(s) of union(s) if services are being performed under coll agreement(s). <i>Important:</i> Attach copies of current applicable	-	mug	İ		ment of Lab	
bargaining agreements				· (ey = ep iii.)		
			A.	X The attached was	•	* /
None				listed below apply to	-	t.
				94-23	16 Rev 26	
9. OFFICIAL SUBMITTING NOTICE			1			
SIGNED:	DATE		B.	As of this date, n	o wage deter	rmination
Original signed by	02/15/06			applicable to the spe		y and
WAR OF PRIVATALE	TELEDITORE NO		ł	classes of employees	is in effect.	
TYPE OR PRINT NAME Connie R. Pritchard	TELEPHONE NO. 281-483-4121		C.	From information	supplied th	ne Service
Contract Labor Relations Officer	201-403-4121		.	Contract Act does no		
10. TYPE OR PRINT NAME AND TITLE OF PERSON TO W.	HOM RESPO	ONSE IS TO BE	1	explanation).	XI 3 (
AND NAME AND ADDRESS OF DEPARTMENT OR AG ETC.	ENCY, BUR	EAU, DIVISION,				
			D.	Notice returned	for additiona	l information
				(see atta	ched explan	ation)
NASA Johnson Space Cer			G!			•
Connie R. Pritchard, Mail Code B	AZ		1 212	ned:		

2101 NASA Parkway Houston, TX 77058	(U.S. Department of Labor)
98-103	COMPUTER- 1/96 GENERATED

			Page 5 of 16
STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO A SERVICE CONTRACT AND RESPO (Attachment A)		11. Notice No. NASA 41573
12. CLASSES OF SERVICE EMPLOYEES TO Harris County, TX; 94-2516, C Directory"		13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Computer Systems Analyst, I		2	GS-9 \$23.12
Computer Programmer, I		1	GS-5 \$15.26
Computer Programmer, II		11	GS-7 \$18.90
Drafter, II		4	GS-4 \$13.64
Drafter, III		2	GS-5 \$15.26
Drafter, IV		1	GS-7 \$18.90
Engineering Technician, I		5	GS-3 \$12.15
Engineering Technician, II		9	GS-4 \$13.64
Engineering Technician, III		27	GS-5 \$15.26
Engineering Technician, IV		4	GS-7 \$18.90
Secretary, I		_2	GS-4 \$13.64
Secretary, II		5	GS-5 \$15.26
Secretary, III		5	GS-6 \$17.01
General Clerk, III		2	GS-3 \$12.15
General Clerk, IV		3	GS-4 \$13.64
Production Control Clerk		4	GS-6 \$17.01
Machinists, Maintenance		_ 8	WG-10 \$22.03
Sewing Machine Operator		3	WG-6 \$17.04
Welder, Combination, Mainter	nance	3	WG-10 \$22.03
Forklift Operator		3	WG-5 \$15.64
Laborer		1	WG-2 \$11.44
Messenger (Courier)	•	. 1	GS-5 \$15.26
Shipping/Receiving Clerk		3	WG-4 \$14.24
Conformed Positions:			
NBL Dive Operations Specialis	st, I (\$16.22)	10	GS-3 \$12.15
NBL Dive Operations Specialis		13	GS-4 \$13.64
NBL Dive Operations Specialis		26	GS-5 \$15.26
NBL Dive Operations Speciali	st, IV (\$25.64)	7	GS-7 \$18.90

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS

By direction of the Secretary of Labor

ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 1994-2516

William W. Gross

Division of

Wage Determinations

Revision No.: 26

Date of Revision: 05/23/2005

State: Texas

Director

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	17.73
01050 - Dispatcher, Motor Vehicle	15.40
01060 - Document Preparation Clerk	12.07
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	12.07
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.63
01116 - General Clerk II	10.80
01117 - General Clerk III	12.97
01118 - General Clerk IV	14.88
01120 - Housing Referral Assistant	19.36
01131 - Key Entry Operator I	11.20
01132 - Key Entry Operator II	14.32
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	18.50
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.67
T C	

01311 - Secretary I	14.67
01312 - Secretary II	17.73
01313 - Secretary III	19.36
01314 - Secretary IV	22.76
01315 - Secretary V	25.57
01320 - Service Order Dispatcher	14.63
01341 - Stenographer I	12.72
01342 - Stenographer II	15.12
01400 - Supply Technician	22.76
01420 - Survey Worker (Interviewer)	15.53
01460 - Switchboard Operator-Receptionist	10.88
01510 - Test Examiner	17.73
01520 - Test Proctor	17.73
01531 - Travel Clerk I	11.56
01532 - Travel Clerk II	12.46
01533 - Travel Clerk III	13.33
01611 - Word Processor I	11.45
01612 - Word Processor II	13.79
01613 - Word Processor III	16.27
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.45
03041 - Computer Operator I	13.45
03042 - Computer Operator II	15.53
03043 - Computer Operator III	17.54
03044 - Computer Operator IV	24.69
03045 - Computer Operator V	23.90
03071 - Computer Programmer I (1)	21.12
03072 - Computer Programmer II (1)	26.16
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.41
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.45
00100 - Tempherar Equipment Operator	10.40
05000 - Automotive Service Occupations	21.24
05005 - Automotive Body Repairer, Fiberglass	21.26 21.68
05010 - Automotive Glass Installer	
05040 - Automotive Worker	20.91
05070 - Electrician, Automotive	22.66 19.27
05100 - Mobile Equipment Servicer	
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Volcialo Machania	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84 20.91
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.00

05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.01
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.33
07070 - Dishwasher	8.11
07130 - Meat Cutter	12.36
07250 - Waiter/Waitress	<i>7.7</i> 5
,	
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	16.09
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
09100 - Opiloistelei	10.05
11020 - Congral Sarvings and Support Occupations	
11030 - General Services and Support Occupations 11030 - Cleaner, Vehicles	9.12
·	7.39
11060 - Elevator Operator 11090 - Gardener	12.14
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	7.68
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.27
11270 - Pest Controller	12.98
11300 - Refuse Collector	9.12
11330 - Tractor Operator	11.44
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12020 - Dental Assistant	14.22
12040 - Emergency Medical Technician (EMT)/Paramedic	
/Ambulance Driver	12.93
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.88
12073 - Licensed Practical Nurse III	17.10
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	13.13
12190 - Medical Record Technician	16.02
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10

12280 - Phlebotomist	13.30
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	37.96
12316 - Registered Nurse IV	43.48
12010 Registered Public TV	10.10
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
	26.40
13043 - Illustrator III	· ·
13047 - Librarian	23.29
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
15000 - Laundry, Dry Cleaning, Pressing and Related Oc	-
15010 - Assembler	7.98
15030 - Counter Attendant	7.98
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	<i>7</i> .98
15090 - Presser, Hand	7.98
15100 - Presser, Machine, Drycleaning	7.98
15130 - Presser, Machine, Shirts	7.98
15160 - Presser, Machine, Wearing Apparel, Laundry	7.98
15190 - Sewing Machine Operator	10.85
15220 - Tailor	11.67
15250 - Washer, Machine	8.76
19000 - Machine Tool Operation and Repair Occupations	3
19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20
Adda	
21000 - Material Handling and Packing Occupations	16.00
21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	18.50
21030 - Material Expediter	18.50
21040 - Material Handling Laborer	12.26
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	12.43

21130 - Shipping Packer	12.43
21140 - Store Worker I	9.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.57
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84
23000 - Mechanics and Maintenance and Repair Occupations	•
23010 - Aircraft Mechanic	23.19
23040 - Aircraft Mechanic Helper	18.07
23050 - Aircraft Quality Control Inspector	24.21
23060 - Aircraft Servicer	20.10
23070 - Aircraft Worker	21.18
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	25.19
23181 - Electronics Technician, Maintenance I	15.91
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17
23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.17
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.47
23470 - Laborer	10.14
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.48
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.47
23850 - Rigger	17.47
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23930 - Telecommunication Mechanic I	21.33
23931 - Telecommunication Mechanic II	22.28
23950 - Telephone Lineman	21.09
20700 Telephone Emichan	£1.07

23960 - Welder, Combination, Maintenance 23965 - Well Driller 23970 - Woodcraft Worker 23980 - Woodworker	17.43 17.43 17.47 10.27
24000 - Personal Needs Occupations	0.40
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	6.36
24630 - Homemaker	15.41
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
25210 - Water Treatment Flant Operator	10.03
27000 - Protective Service Occupations	
(not set) - Police Officer	21.21
27004 - Alarm Monitor	13.96
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.14
27102 - Guard II	17.90
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.16
28020 - Hatch Tender	16.16
28030 - Line Handler	16.16
28040 - Stevedore I	15.12
28050 - Stevedore II	17.21
29000 - Technical Occupations	
21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	35.18
29010 - Air Traffic Control Specialist, Center (2) 29011 - Air Traffic Control Specialist, Station (2)	24.26
29012 - Air Traffic Control Specialist, Station (2)	26.71
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	27.31
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29040 - Civil Engineering Technician 29061 - Drafter I	16.82
29062 - Drafter II	17.44
29063 - Drafter III	21.12
2/000 Diditol III	41.14

29064 - Drafter IV	26.79
29081 - Engineering Technician I	15.08
29082 - Engineering Technician II	18.74
29083 - Engineering Technician III	21.81
29084 - Engineering Technician IV	27.69
29085 - Engineering Technician V	36.15
29086 - Engineering Technician VI	41.10
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45
29160 - Instructor	23.47
29210 - Laboratory Technician	19.77
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.80
29362 - Paralegal/Legal Assistant II	21.38
29363 - Paralegal/Legal Assistant III	26.62
29364 - Paralegal/Legal Assistant IV	29.59
29390 - Photooptics Technician	26.79
29480 - Technical Writer	24.02
29491 - Unexploded Ordnance (UXO) Technician I	22.35
29492 - Unexploded Ordnance (UXO) Technician II	27.05
29493 - Unexploded Ordnance (UXO) Technician III	34.42
29494 - Unexploded (UXO) Safety Escort	22.35
29495 - Unexploded (UXO) Sweep Personnel	22.35
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and	
Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99
31000 - Transportation/ Mobile Equipment Operation Oc	_
31030 - Bus Driver	15.48
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.67
31300 - Taxi Driver	9.00
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	14.97
31363 - Truckdriver, Heavy Truck	16.00
31364 - Truckdriver, Tractor-Trailer	16.00
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.21
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	9.72
99042 - Carnival Equipment Repairer	10.22
99043 - Carnival Worker	7.50
99050 - Desk Clerk	10.65
99095 - Embalmer	19.59
99300 - Lifeguard	11.75
99310 - Mortician	24.04
99350 - Park Attendant (Aide)	14.75
• • • • • • • • • • • • • • • • • • • •	

99400 - Photofinishing Worker (Photo Lab Tech., Darkroom	m Tech) 9.48
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	13.45
99610 - Sales Clerk	10.85
99620 - School Crossing Guard (Crosswalk Attendant)	8.29
99630 - Sport Official	11. 47
99658 - Survey Party Chief (Chief of Party)	19.92
99659 - Surveying Technician (Instr. Person/Surveyor Ass	t./Instr.) 17.23
99660 - Surveying Aide	13.64
99690 - Swimming Pool Operator	13.10
99720 - Vending Machine Attendant	10.91
99730 - Vending Machine Repairer	13.10
99740 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

OMB Approval No. 2700-0042 PAGE OF PAGES AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE MODIFICATION OF CONTRACT 4. REQUISITION/PURCHASE REQ. NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. See Block 16C 4200151546 (Y) 4200151547(Y) 59 BH2/JEH 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center See Block 6 Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. 2/3/03 Х NAS 9-02102 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted: or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200151546 \$4,250,000 4200151547 \$190,000 Total Obligation: \$4,440,000 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x)CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b), FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$4,440,000 from \$66,663,442.33 to \$71,103,442.33. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED ΒY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Funding Recapitulation

		Ad	ditional Funding	-
	Mod 56		Mod 59	TOTAL
Cost	\$ 61,849,306.33	\$	4,092,165.90	\$ 65,941,472.23
	\$ 4,814,136.00	\$	347,834.10	\$ 5,161,970.10
Total	\$ 66,663,442.33	\$	4,440,000.00	\$ 71,103,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$65,941,472.23. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: September 13, 2006.
- (b.) An additional amount of **\$5,161,970.10** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. See Block 16C N/A 60 BH/JEH 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Cynthia W. Maclean See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE FACILITY CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X 2/3/03 NAS 9-02102 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted: or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2, Changes - Cost Reimbursement d. OTHER (Specify type of modification and authority) |X| is required to sign this document and return E. IMPORTANT: Contractor is not, copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is correct administrative errors made in a previous modification and to update clause H.6. Workload Sizing Data. See attached replacement pages. Changes have been vertically bar-marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-59, Space Vehicle Mockup Facility (SVMF) extended hours modification. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated February 6, 2006, as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-59 as well as all contract changes made in this modification.

Replacement pages are hereby incorporated into the contract. Changes have been bolded and bar marked.

Contract Value Reconciliation

(Does not include IDIQ)

Basic Reconciliation			
(Includes Exercised Options 1 & 2)	Prior to Mod 57	Mod 57	Revised Total
Estimated Cost	\$70,735,688	\$401,768	\$71,137,456
Maximum Available Award Fee	\$6,476,718	\$38,168	\$6,514,886
Cost Plus Award Fee	\$77,212,406	\$439,936	\$77,652,342

Option 3, Clause F.6-3 Reconciliation	Prior to Mod 57	Mod 57 Basic	Mod 57	Revised Total
Estimated Cost	\$88,813,099	\$401,768	\$299,524	\$89,514,391
Maximum Available Award Fee	\$8,194,070	\$38,167	\$28,454	\$8,260,691
Cost Plus Award Fee	\$97,007,169	\$439,935	\$327,978	\$97,775,082

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$71,137,456. The maximum available award fee, excluding base fee, if any, is \$ 6,514,886. The base fee is \$ 0. Total estimated cost, base fee, and maximum award fee are \$ 77,652,342.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

- (a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$8,800,000. See task order procedures.
- (b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the termination clause of this contract.

(d.) The contractor is responsible for tracking the performance of work in each area which is subject to workload sizing data; keeping current, complete, and accurate records regarding the quantum of work performed in relation to the applicable workload sizing data; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the contractor believes the conditions of paragraph (c) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 30 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 60 days of the request.

H.6 WORKLOAD SIZING DATA

The contractor's support of the NBL/SVMF shall include certain enumerated tasks as required within the matrices set forth below. The workload sizing data set forth below shall be used <u>independently</u> for each year and each option year of the contract. See H.5 contract adjustment for further information. For use in this table, an NBL Event is defined as a single in-water activity using from one to three space suits (EMU or Orlan or both) or a Bailout training session.

	ELEMENT	Lower	Nominal	Upper
1.	NBL Events			
	a. Year 1	360	380	400
	b. Year 2	285	300	315
	c. Year 3	200	235	270
	d. Year 4	200	210	220
	e. Year 5	200	210	220
2.	SVMF Facility Utilization Requests			
	a. Year 1	1200	1525	1830
	b. Year 2	1220	1525	1830
	c. Year 3 (first six months)	610	763	915
	d. Year 3 (second six months)	915	1144	1373
	e. Year 4	1830	2288	2745
	f. Year 5	1830	2288	2745
3.	SVMF Test Readiness Reviews	40	50	60

(End of clause)

H.7 KEY PERSONNEL AND FACILITIES. (1852.235-71)(MARCH 1989)

- (a.) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b.) The Contractor shall make no diversion without the Contracting Officer's written consent; <u>provided</u>, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 4200154822 61 BH2/JEH 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Michele H. Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 FACILITY CODE CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 4200154822 \$900,000 Total Obligation: \$900,000 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A, THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office. Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor x is required to sign this document and return copies to the issuing office. is not, 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$900,000.00 from \$71,103,442.33 to \$72,003,442.33. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED 15B. CONTRACTOR/OFFEROR BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Funding Recapitulation

	Mod 59	Add	litional Funding Mod 61	TOTAL
Cost	\$ 65,941,472.23	\$	829,493.09	\$ 66,770,965.32
	\$ 5,161,970.10	\$	70,506.91	\$ 5,232,477.01
Total	\$ 71,103,442.33	\$	900,000.00	\$ 72,003,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$66,770,965.32. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 2, 2006.
- (b.) An additional amount of \$5,232,477.01 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/			1. CONTRACT ID CODE			PAGE OF PAGE	S		
	MODIFICATION	OF CC	NTRACT		NAS 9-02	2102		1 6	
	ndment/modification no.		ECTIVE DATE ee Block 16C	4. REQU	ISITION/PURCHASE REQ. N N/A	10.	5. PROJE	CT NO. (If applicable N/A	le)
6. ISSUED BY CODE BH/JEH				7. ADMIN	IISTERED BY (If other than It	'em 6)	CODE		
NAS.	A LYNDON B. JOHNSON	SPACE	E CENTER					<u> </u>	
	BH/Michele H. Ladrach		S OBITALIA						
	NASA Parkway							•	
	ton, TX 77058-3696								
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	•	JUS IVIO	iriagoi						
•	Terrace II	400							
	Forge River Road Suite	120							
Web	ster, TX 77598-4357								
CODE				FACILITY	CODE				
(x)	9A. AMENDMENT OF SOLICITATION	INO.		9B. DATE	ED (SEE ITEM 11)				
X	10A. MODIFICATION OF CONTRACT. NAS 9-02102	ORDER	NO.	10B. DAT 2/3/03	ED (SEE ITEM 13)				
	11.]	THIS ITE	M ONLY APPLIES TO A	MENDME	NTS OF SOLICITATION	S			
	ne above numbered solicitation is amende						tended,	is not extende	∍d.
Offers r	nust acknowledge receipt of this amendm	nent prior	to the hour and date specifie	d in the soli	citation or as amended, by on	e of the fol	lowing met	nods:	
(a) D a	annulation beams 0 and 15 and returning	П	nice of the amondment: (b) [hi aakaanda	daing receipt of this emendm	ont on agai	h cany of th	o offer	
	ompleting Items 8 and 15, and returning ed; or (c) By separate letter or telegram w				dging receipt of this amendme mendment numbers. FAILUR)
	CEIVED AT THE PLACE DESIGNATED								
	OFFER. If by virtue of this amendment yo					elegram or	letter, prov	ded each telegram	
	makes reference to the solicitation and the			o the openir	ng hour and date specified.				
12. AC	COUNTING AND APPROPRIATION DA	TA (If requ	uired)						
			A APPLIES ONLY TO MODII S THE CONTRACT/ORDER		OF CONTRACTS/ORDERS ESCRIBED IN ITEM 14.(x)				
(x)	A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM 104		ANT TO: (Specify authority)	THE CHAN	GES SET FORTH IN ITEM 1	4 ARE MA	DE IN THE		
	B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTH II					(such as o	changes in	paying office,	
X	C. THIS SUPPLEMENTAL AGREEME FAR 52.243-2, Changes – Cost R					isions fo	r Contrac	Changes	
	d. OTHER (Specify type of modification	n and auti	nority)						
E. IMP	ORTANT: Contractor is not,	X Is	required to sign this docume	nt and retur	n 3 copies	to the issu	ing office.		
14. des	cription of amendment/modification (Orga	anized by	UCF section headings, inclu	ding solicita	tion/contract subject matter w	here feasi	ble.)		
Than	urpose of this modification is to	. a) ac	ld clause H 12 - Acce	ee to Sen	citive Information (NA	SA 185	2 237.72	V(IIIN 2005) 1	h)
	e the Statement of Work, Section								,
	RD No. 59, Organizational Con								
	ication. This modification is ag								
	odification. The contractor here								e
		coy icic		i om any	una un muonny unuon	MIIO COII	autor IOI	union oquitati	.•
	adjustments. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A.				changed, remains unchanged and	d in full force	and effect.		
	AME AND TITLE OF SIGNER (Type or p	•			ME AND TITLE OF CONTRA			pe or print)	
				Cynth	ia W. Maclean, Co	ntractii	ng Offic	cer	
15B C	ONTRACTOR/OFFEROR		15C. DATE SIGNED		TED STATES OF AMERICA			16C. DATE SIGNE	
,00. 0	ea.c, c.corr mitori			BY					_
_	(Cinnature of name or - the -t day 1.2)				(Cionatura of Cantrastina)	Officer!			
	(Signature of person authorized to sign)				(Signature of Contracting C	J1110 0 1)			

OMB Approval No. 2700-0042

a. The following clause is hereby added to Section H:

H.12 ACCESS TO SENSITIVE INFORMATION (NASA 1852.237-72)(JUN 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

b. Section 5.2. Management and Administration, of the Statement of Work is deleted in its entirety and replaced with the following:

Management and Administration

- 5.2.1 The contractor shall maintain the existing technical library at each facility. The contractor shall update the libraries to include additional facility unique documentation and maintain the NASA facility documentation. The library shall contain the current version of all drawings and documents, which shall be available on request. (See DRD 25.)
- 5.2.2 The contractor shall perform configuration management of the NASA documentation in the master document list for the NBL and SVMF. (See DRD 13.)
- 5.2.3 The contractor shall administer and manage facility Information Technology systems, to include servers and web pages. (See DRDs 14, 15, 35, and 46.)
- 5.2.4 The contractor shall maintain the inventory of government property associated with the NBL and SVMF. (See DRDs 13, 16, and 25.)
- 5.2.5 The contractor shall train civil servant and other personnel and, for certain positions, certify them. (See DRD 40.)
- 5.2.6 The contractor shall submit an Organizational Conflicts of Interest Avoidance Plan (See DRD 59)

5.3 Operations

- 5.3.1 The contractor shall operate the facilities in accordance with the NBL General Operating Procedures (GOP), DX12-0001, the SVMF GOP, JSC-26830, and sub-tier documentation. This includes activities for public affairs or other events and activities as directed by NASA. (See DRDs 9, 12, 19, 20, 30, 31, 34, 35, 41, 46 and 47.)
- 5.3.2 The contractor shall operate the facilities' Operations Control Centers to provide realtime status on operations, provide general information to users and visitors, provide emergency coordination, and implement defined access policies provided in the NBL GOP and the SVMF work instruction, Space Vehicle Mockup Facility (SVMF) Operation Control Center (OCC) Handbook (SHI-SVMF-M0010). (See DRD 20.)
- 5.3.3 The contractor shall prepare for all activities without impacting scheduled activities. Preparation includes performing analysis, scheduling, engineering, integration, and configuration, as necessary. (See DRDs 20, 24, 31, 34, 41, and 47.)
- 5.3.4 The contractor shall provide services on a real time basis for ongoing missions when required by the flight team according to the NBL GOP and the SVMF GOP and

c. The following is added to Attachment J-1, Statement of Work/Data Requirements List/Description List:

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type	b. number
59	Organizational Conflicts of Interest Avoidance Plan	See DRD		See DRD	Per Contracting Officer's letter	
7. Data type:	(1)	X (2) Mandat	ory Submittal	(3) Submitted	upon request	
	Distribution (Contin sheet if needed) Per Contracting Office		9. Remarks			

- d. The Data Requirements Document on page 5 of this modification is added to Attachment J-9, Data Requirements Description Sheets.
- e. This modification is agreed to be a complete and equitable adjustment for the additional requirements contained in this modification. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD No.: 59

2. DRD Title: Organizational Conflicts of Interest Avoidance Plan

3. Data Type: 2

4. Page: 1 / 1

5. Description/Use – To document the contractor's implementation plan for avoiding organizational conflicts of interest as required by NASA FAR Supplement Clause 1852.237-72, Access to Sensitive Information.

SOW Ref: 5.2.6

- 6. Submission:
 - a. Initial Whenever contract performance will necessitate contractor access to sensitive information
 - b. Final To be incorporated into the contract as a compliance document
 - c. Approval Contracting Officer
 - d. Submission Frequency Whenever circumstances change requiring a revision to the plan.
- 7. Applicable Documents: None
- 8. Data Preparation Information:
 - a. Scope –The Organizational Conflicts of Interest Avoidance Plan shall describe the contractor's management approach and planned implementation methods for accomplishing conflicts of interest avoidance.
 - b. Content The plan shall thoroughly analyze all organizational conflicts of interest that might arise because the service provider has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and the effectiveness of the plan, and shall identify to the service provider substantive weaknesses and omissions for necessary correction. The approved plan shall be incorporated into the contract.
 - c. Format: Contractor's electronic format is acceptable
 - d. Distribution: Contracting Officer 1 copy
 COTR 1 copy
- 9. Maintenance N/A

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT NAS 9-02102 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C Modification 63 N/A BH4/JDN 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Cynthia W. Maclean Mail Code BH 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Cheryl Jones Webster, TX 77598-4357 CODE **FACILITY CODE** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) (x) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. is Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) AWARD FEE PAYMENT (See pages 2-3.) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY (Signature of Contracting Officer) (Signature of person authorized to sign)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53,243

I. The purpose of this Modification 63is to recognize the Award Fee earned for NSOC Performance during the period of October 1, 2005 through March 31, 2006. Of the available Award Fee pool of \$913,121, the contractor is hereby entitled to \$858,333.74. The contractor has provisionally invoiced the Government for \$488,844.00 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$369,489.74.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 6	\$913,121	\$54,787.26	\$858,333.74	\$488,844.00	\$369,489.74

II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102

AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$ 635,835
10/01/03 - 03/31/04	\$ 747,445	\$ 672,701
04/01/04 - 09/30/04	\$ 764,949	\$ 688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$ 814,742	\$774,004.90
10/01/05 - 03/31/06	\$ 913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 865,169	
10/01/06 - 03/31/07	\$ 865,169	
EVALUATION PERIOD (OPTION 3)		
04/01/07 - 09/30/07	\$ 872,904	
10/01/07 - 03/31/08	\$872,903	

				OME	<u>3 APPRO</u>	VAL #: 2/00-0042
		OF SOLICITATION/ NTRACT AMENDMENT C	F	1. CONTRACT ID CODE		PAGE OF PAGES 1 7
2. AME	NDMENT/MODIFICATION NO. 64	3. EFFECTIVE DATE See Block 16c	4. REQUISIT	ION/PURCHASE REQ. NO. N/A	5. PROJEC	CT NO. (If applicable)
Attn: 2101	A/Johnson Space Center BH/Michele H. Ladrach NASA Parkway Ston, TX. 77058-3696	BH2/JEH	7. ADMINIST See Block 6	ERED BY (If other than Item 6)	CODE	
Rayth Attn: Bay T 555 F	le AND ADDRESS OF CONTRACTOR (leon Technical Services Con Cheryl Jones, Contracts Ma Ferrace II Forge River Road Suite 120 ster, TX 77598-4357	mpany	nde)			
CODE			FACILITY CO	DE		
(x)	9A. AMENDMENT OF SOLICITATION	NO.	9B. DATED	(SEE ITEM 11)	·	
Х	10A. MODIFICATION OF CONTRACT. NAS 9-02102	ORDER NO.	10B. DATED	(SEE ITEM 13) 2/2/0	3	
Offers n (a) By consummers of the consummers of the consumers of the cons	ne above numbered solicitation is amend nust acknowledge receipt of this amendment and the second section of the section of the second section of the second section of the second section of the section	ment prior to the hour and date specific copies of the amendment; (b) which includes a reference to the solic FOR THE RECEIPT OF OFFERS Prou desire to change an offer already so	ed in the solicita By acknowledgitation and amer RIOR TO THE H submitted, such	ion or as amended, by one of the ng receipt of this amendment on idment numbers. FAILURE OF Y DUR AND DATE SPECIFIED MA change may be made by telegram	each copy of t OUR ACKNO	the offor DWLEDGEMENT TO N REJECTION OF
	COUNTING AND APPROPRIATION DA			•		
		B. THIS ITEM APPLIES ONLY TO MO T MODIFIES THE CONTRACT/ORD		•		
(x)	A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM 10A	\ .	<u> </u>			
	B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTH IN				as changes in	paying office,
X	C. THIS SUPPLEMENTAL AGREEME	:NT IS ENTERED INTO PURSUANT	TO AUTHORIT	Y OF: 52.243-2 Changes – Cost	Reimburseme	int
	d. OTHER (Specify type of modification	n and authority)				
	ORTANT: Contractor is no				•	issuing office
	cription of amendment/modification (Org	anized by UCF section headings, incl	uding solicitation	n/contract subject matter where fe	asible.)	
See	Page 2.					
Except	as provided herein, all terms and condition	ons of the document referenced in Iter	n 9A or 10A, as	heretofore changed, remains und	hanged and i	n full force and effect.
15A. N	AME AND TITLE OF SIGNER (Type or p	orint)		and title of contracting W. Maclean	OFFICER (Ty	pe or print)
15B. C	ONTRACTOR/OFFEROR15B.	15C. DATE SIGNED	16B. UNITE	O STATES OF AMERICA	. 1	6C. DATE SIGNED
_	(Signature of parent authorized to pion)	— ı	1	Signatura of Contracting Officar)		

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-61, NBL Workload Sizing Data Revision. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated March 6, 2006 as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-61 as well as all contract changes made in this modification.

Replacement pages are attached and hereby incorporated into the contract. Changes are in bold.

Basic Reconciliation			
(Includes Exercised			
Options 1 & 2)	Prior to Mod 64	Mod 64	Revised Total
Estimated Cost	\$71,137,456	\$1,476,032	\$72,613,488
Maximum Available	\$6,514,886	\$140,223	····
Award Fee			\$6,655,109
Cost Plus Award Fee	\$77,652,342	\$1,616,255	\$79,268,597

.6-3 Reconciliation	Prior to Mod 64	Mod 64 Basic	Mod 64	Revised Total
Estimated Cost	\$89,514,391	\$1,476,032	\$1,610,090	\$92,600,513
Maximum Available				-
Award Fee	\$8,260,691	\$140,223	\$152,958	\$8,553,872
Cost Plus Award Fee	\$97,775,082	\$1,616,255	\$1,763,048	\$101,154,385

Award Fee Reconciliation

Evaluation Period	Prior to Mod 64	Mod 64	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Available)	\$865,169	\$70,112	\$935,281
10/01/06 – 03/31/07 (Available)	\$865,169	\$70,111	\$935,280
Option 3			
04/01/07 - 09/30/07 (Available)	\$872,904	\$76,480	\$949,384
10/01/07 - 03/31/08 (Available)	\$872,903	\$76,479	\$949,382

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$72,613,488. The maximum available award fee, excluding base fee, if any, is \$6,655,109. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$79,268,597.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

- B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.
- (a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$ 8,800,000. See task order procedures.
- (b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

"The estimated cost of this contract is \$ 92,600,513. The maximum available award fee, excluding base fee, if any, is \$ 8,553,872. The base fee is \$ 0. Total estimated cost, base fee, and maximum award fee are \$ 101,154,385."

- (b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:
 - "(a) Total estimated cost of the IDIQ section of the contract is NTE \$ 10,000,000. See task order procedures."
- (c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to **March 31, 2008**.
- (d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102 Destination: Johnson Space Center

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the termination clause of this contract.

(d.) The contractor is responsible for tracking the performance of work in each area which is subject to workload sizing data; keeping current, complete, and accurate records regarding the quantum of work performed in relation to the applicable workload sizing data; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the contractor believes the conditions of paragraph (c) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 30 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 60 days of the request.

H.6 WORKLOAD SIZING DATA

The contractor's support of the NBL/SVMF shall include certain enumerated tasks as required within the matrices set forth below. The workload sizing data set forth below shall be used independently for each year and each option year of the contract. See H.5 contract adjustment for further information. For use in this table, an NBL Event is defined as a single in-water activity using from one to three space suits (EMU or Orlan or both) or a Bailout training session.

	ELEMENT	Lower	Nominal	Upper
1.	NBL Events			
•	a. Year 1	360	380	400
	b. Year 2	285	300	315
	c. Year 3	200	235	270
	d. Year 4	200	235	270
	e. Year 5	200	235	270
2.	SVMF Facility Utilization Requests	1220	1525	1830
	a. Year 1	1200	1525	1830
	b. Year 2	1220	1525	1830
	c. Year 3 (first six months)	610	763	915
	d. Year 3 (second six months)	915	1144	1373
	e. Year 4	1830	2288	2745
	f. Year 5	1830	2288	2745
3.	SVMF Test Readiness Reviews	40	50	60
	(End of clause)			

H.7 KEY PERSONNEL AND FACILITIES. (1852.235-71)(MARCH 1989)

(a.) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. (b.) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	<u>AVAILABLE</u> <u>AWARD FEE</u>	<u>EARNED</u> <u>AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	
10/01/06 - 03/31/07	\$ 935,280	
EVALUATION PERIOD (OPTION 3)		
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) 4. REQUISITION/PURCHASE REQ. NO. See Block 16C 65 BH2/JEH 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Michele H. Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE 9B. DATED (SEE ITEM 11) 9A. AMENDMENT OF SOLICITATION NO. 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, X appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor lx l is not. is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: Replace in its entirety the chart in section B.3 entitled "Estimated Cost and Fee for the Indefinite Delivery/Indefinite Quantity Requirements of the Contract," with the chart that reflects the current status of Indefinite Delivery/Indefinite Quantity delivery orders. Replacement page is attached. Changes have been vertically bar-marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT (CONTINUED)

	IDIQ		Ι						
	Order	Rev.	Estimated				Total Order		
PERIOD COVERED	Number	No.		Cost		ixed Fee		Value	
04/01/03 - 06/01/03	901*	-			\$	-	\$	-	
05/12/03 - 06/01/03	901*	1			\$		\$	1	
06/17/03 - 09/30/03	901*	2	\$	285,898	\$	22,872	\$	308,770	
05/28/03 - 07/30/03	902	-	\$	108,263	\$	8,661	\$	116,924	
05/28/03 - 07/30/03	902	1	\$	12,526	\$	-	\$	12,526	
06/20/03 - 09/19/03	903	-	\$	120,263	\$	9,621	\$	129,884	
06/20/03 - 12/19/03	904	-	\$	164,059	\$	13,125	\$	177,184	
06/20/03 - 05/21/04	904	1	\$	66,077	\$	5,286	\$	71,363	
12/22/03 - 05/15/04	905	-	\$	140,698	\$	11,256	\$	151,954	
12/22/03 - 05/21/04	905	1	\$	23,665	\$	1,893	\$	25,558	
12/22/03-7/02/04	905	2	\$	12,888	\$	1,031	\$	13,919	
01/16/04 - 09/31/04	906	-	\$	122,234	\$	9,779	\$	132,013	
03/01/03 - 07/30/04	907	-	\$	333,023	\$	26,642	\$	359,665	
05/15/04 - 02/02/05	908	-	\$	367,996	\$	29,440	\$	397,436	
5/15/04-2/18/05	908	1	\$	107,834	\$	8,627	\$	116,461	
05/14/04 - 09/28/04	909	-	\$	215,416	\$	17,233	\$	232,649	
4/13/05-9/30/05	909	1	\$	55,063	\$	4,405	\$	59,468	
4/13/05-12/31/05	909	2	\$	82,521	\$	6,602	\$	89,123	
5/20/04-03/01/05	910	-	\$	95,988	\$	7,679	\$	103,667	
7/23/04-9/23/04	911	-	\$	156,961	\$	12,557	\$	169,518	
7/30/04-4/18/05	912	-	\$	174,450	\$	13,956	\$	188,406	
5/27/05-9/06/05	913		\$	502,026	\$	40,162	\$	542,188	
6/29/05-9/23/05	913	1	\$	16,818	\$	1,345	\$	18,163	
7/20/2005-9/9/05	914		\$	146,959	\$	11,757	\$	158,716	
12/16/05-9/15/06	915		\$	345,185	\$	27,615	\$	372,800	
12/16/05-9/7/06	916		\$	183,161	\$	14,653	\$	197,814	
2/1/06-9/7/06	916	1	\$	(4,214)	\$	(337)	\$	(4,551)	
2/1/06-9/12/06	917		\$	364,063	\$	29,125	\$	393,188	
2/1/06-9/14/06	918		\$	290,332	\$	23,227	\$	313,559	
2/10/06-8/27/06	919		\$	172,513	\$	13,801	\$	186,314	
4/27/06-2/5/07	920		\$	305,335	\$	24,427	\$	329,762	
5/24/06-8/29/06	921		\$	127,651	\$	10,212	\$	137,863	
5/24/2006-8/18/06	922		\$	256,397	\$	20,512	\$	276,909	
TOTAL			\$	5,352,049	\$	427,164	\$	5,779,213	
					NTE \$8,800,000				

TO BE COMPLETED AS ORDERS/MODIFICATIONS ARE ISSUED

OMB Approval No. 2700-0042 1. CONTRACT ID CODE AMENDMENT OF SOLICITATION/ PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 66 N/A BH2/IEH 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH13/Michele H. Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office. appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Exercise of Option JSC 52.217-90 (OCT 1996) E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise Option 3 of the subject contract. Except as provided herein, all terms and conditions remain unchanged and in full force and effect. See attached replacement pages. Changes have been vertically bar-marked. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 15B, CONTRACTOR/OFFEROR 16C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$92,600,513. The maximum available award fee, excluding base fee, if any, is \$ 8,553,872. The base fee is \$ 0. Total estimated cost, base fee, and maximum award fee are \$101,154,385.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

- (a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$ 10,000,000. See task order procedures.
- (b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$67,530,787.44. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 24, 2006.
- (b.) An additional amount of \$5,297,061.89 is obligated under this contract for payment of fee. (End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue Additional task orders thereafter. The total maximum value is **\$10** million for the **1-year period** of performance.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

B.7 ID/IQ RATE PROVISION

The provisions of this clause apply only to sections 5.10 of the work statement. The purpose of this clause is to set forth the direct, indirect, and fee rates to be utilized in the subsequent negotiation and cost establishment of ID/IQ Task Orders in accordance with Task Ordering Procedure. The contractor will utilize the direct, indirect and fee rates established herein to determine the estimated costs for each ID/IQ Task Order. The following form is to be filled out for each of the 5 years of the duration of the contract with options.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

(a.) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE 1	TITLE	
52.242-15 52.247-29	AUG 19 JUN 198	88	STOP-WORK ORDER (Alternate I)(APR 1984) F.O.B. ORGIN
52.247-63 52.247-64	JAN 199 JUN 200		PREFERENCE FOR U.SFLAG AIR CARRIERS PERFERENCE FOR PRIVATELY OWNED U.SFLAG COMMERCIAL VESSELS
52.247-67	JUN 199	97	SUBMISSION OF COMMERCIAL TRANSPORTATION BILL OF LADING TO THE GENERAL SERVICES ADMINSTRATION FOR AUDIT

F.2 PLACE OF PERFORMANCE

The place of performance for the work called for hereunder will be the Johnson Space Center, Sonny Carter Training Facility, Houston Texas and other locations where the requirements are covered by the obligations specified in section C of this contract.

F.3 Completion of Work (JSC 52.211-95)(OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before March 31, 2008.

(End of clause)

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	<u>EARNED</u> <u>AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	
10/01/06 - 03/31/07	\$ 935,280	
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 4200163531 67 See Block 16C BH2/JAO 7. ADMINISTERED BY (If other than Item 6) 6. ISSUED BY CODE CODE NASA/Johnson Space Center Attn: BH/Michele H. Ladrach See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** 9B. DATED (SEE ITEM 11) 9A. AMENDMENT OF SOLICITATION NO. 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 4200163531 \$824,407 Total Obligation: \$824,407 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x)CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor lx l is required to sign this document and return copies to the issuing office. is not, 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$824,407.00 from \$72,003,442.33 to \$72,827,849.33. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W, Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

		Α	Additional Funding	
	Mod 61		Mod 67	TOTAL
Cost	\$ 66,770,965.32	\$	759,822.12	\$ 67,530,787.44
	\$ 5,232,477.01	\$	64,584.88	\$ 5,297,061.89
Total	\$ 72,003,442.33	\$	824,407.00	\$ 72,827,849.33

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$67,530,787.44. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 24, 2006.
- (b.) An additional amount of \$5,297,061.89 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ PAGE OF PAGES 1. CONTRACT ID CODE MODIFICATION OF CONTRACT 4. REQUISITION/PURCHASE REQ. NO. 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) See Block 16C 4200167436 68 BH2/JAO 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center See Block 6 Attn: BH/Michael Ballard 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) 2/3/03 Х NAS 9-02102 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 4200167436 \$2,568,386.74 Total Obligation: \$2,568,386.74 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Χ appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) X is not, E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$2,568,386.74 from \$72,827,849.33 to \$75,396,236.07. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W, Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

	Mod 67	Addi	tional Funding Mod 68	TOTAL
Cost	\$ 67,530,787.44	\$	2,367,176.72	\$ 69,897,964.16
	\$ 5,297,061.89	\$	201,210.02	\$ 5,498,271.91
Total	\$ 72,827,849.33	\$	2,568,386.74	\$ 75,396,236.07

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$69,897,964.16. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **September 1, 2006**.
- (b.) An additional amount of \$5,498,271.91 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

OMB Approval No. 2700-0042 PAGE OF PAGES AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE **MODIFICATION OF CONTRACT** 1 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 69 4200172556 BH2/JFJ 7. ADMINISTERED BY (If other than Item 6) 6. ISSUED BY CODE CODE NASA/Johnson Space Center See Block 6 Attn: BH/Michael Ballard 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9B. DATED (SEE ITEM 11) 9A. AMENDMENT OF SOLICITATION NO. 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) 2/3/03 NAS 9-02102 Х 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200172556 \$ Total Obligation: \$1,558,420.00 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A, THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor X is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,558,420.00 from \$75,396,236.07 to \$76,954,656.07. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A, NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY (Signature of Contracting Officer) (Signature of person authorized to sign)

	Mod 68	Addi	tional Funding Mod 69	TOTAL
Cost	\$ 69,897,964.16	\$	1,436,332.00	\$ 71,334,296.16
	\$ 5,498,271.91	\$	122,088.00	\$ 5,620,359.91
Total	\$ 75,396,236.07	\$	1,558,420.00	\$ 76,954,656.07

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$71,334,296.16. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: September 21, 2006.
- (b.) An additional amount of \$5,620,359.91 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ PAGE OF PAGES 1. CONTRACT ID CODE **MODIFICATION OF CONTRACT** 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. See Block 16C 4200172844 & 4200168042 BH3/JFJ 7. ADMINISTERED BY (If other than Item 6) 6. ISSUED BY CODE CODE NASA/Johnson Space Center See Block 6 Attn: BH/Michael Ballard 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$56,822.00 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Χ appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) lx l E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$56,822.00 from \$76,954,656.07 to \$77,011,478.07. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie D. Hunter, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

	Mod 69	Additi	onal Funding Mod 70	TOTAL
Cost	\$ 71,334,296.16	\$	52,370.51	\$ 71,386,666.67
	\$ 5,620,359.91	\$	4,451.49	\$ 5,624,811.40
Total	\$ 76,954,656.07	\$	56,822.00	\$ 77,011,478.07

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$71,386,666.67. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: September 21, 2006.
- (b.) An additional amount of \$5,624,811.40 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ PAGE OF PAGES 1. CONTRACT ID CODE MODIFICATION OF CONTRACT 1 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 71 4200177599 BH3/JFJ 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH3/Michael D. Ballard See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 FACILITY CODE CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102 2/3/03 Х 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted: or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified Total Obligation: \$1,069,158.00 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B, THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, X appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) X is not, E. IMPORTANT: Contractor is required to sign this document, and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,069,158.00 from \$77,011,478.07 to \$78,080,636.07. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED BY (Signature of person authorized to sign)

(Signature of Contracting Officer)

·	Thru Mod 70	Ad	ditional Funding Mod 71	TOTAL
Cost	\$ 71,386,666.67	\$	985,399.08	\$ 72,372,065.75
	\$ 5,624,811.40	\$	83,758.92	\$ 5,708,570.32
Total	\$ 77,011,478.07	\$	1,069,158.00	\$ 78,080,636.07

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$72,372,065.75. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 16, 2006.
- (b.) An additional amount of \$5,708,570.32 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 72 BH2/JEH 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Michael Ballard See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE FACILITY CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X 2/3/03 NAS 9-02102 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X d. OTHER (Specify type of modification and authority) Attachment J-3, Performance Evaluation Plan, B. Evaluation Factors E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: Replace in its entirety page J3-3 of Attachment J-3, Performance Evaluation Plan. Replacement page is attached. Changes have been vertically bar-marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

Contracting Officer within 7 calendar days from the receipt of the PEB's evaluation and recommendation.

6. After considering available pertinent information and recommendations, the FDO shall make an award fee determination. In the event the FDO has not received the submission from the Contractor, the FDO will not make an award fee determination prior to the expiration of the 7-day period prescribed above for Contractor submission unless the Contractor has affirmatively indicated, in writing, that no Contractor submission will be made.

B. EVALUATION FACTORS

In evaluating the performance of the Contractor, the Government will evaluate major elements of Contractor performance considering technical, management and cost performance. The factors for evaluation of Contractor performance for determination of award fee are defined below. The specific weights may be changed unilaterally by the Government, who will give the Contractor written notice prior to the beginning of the applicable evaluation period.

Evaluation Factors	<u>Weight</u>	
Technical Performance a. Quality of Work Products b. Meeting Schedule Milestones	40%	
 Management Performance a. Program Management b. Safety and Health c. Small Disadvantaged and Woman Owned Business Utilization 		35%
Cost Performance		25%

C. AWARD FEE AVAILABLE EACH PERIOD

The amount of award fee available for each period of this contract will be based on the percentage of completion as determined by the Contracting Officer. Award fee available but not earned will not be available for earning under future award fee periods or other provision of this contract.

D. EVALUATION SCALE

OMB Approval No. 2700-0042 1. CONTRACT ID CODE PAGE OF PAGES AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT 3 4. REQUISITION/PURCHASE REQ. NO. 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) See Block 16C 73 4200180050 BH3/JFJ 7. ADMINISTERED BY (If other than Item 6) 6. ISSUED BY CODE CODE NASA/Johnson Space Center Attn: BH3/Michael D. Ballard See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified 12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$3,200,000.00 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$3,200,000.00 from \$78,080,636.07 to \$81,280,636.07. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY (Signature of Contracting Officer) (Signature of person authorized to sign)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$75,572,065.75. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: December 26, 2006.
- (b.) An additional amount of \$5,908,570.32 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

AMENDMENT OF SOLICITATION/MODIFIC	ATION UP CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	UISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000074	See Block 16C	4200	180150	
6. ISSUED BY CODE	JSC	7. ADI	MINISTERED BY (If other than Item 6)	CODE JSC
NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696	[USC	Att: 210	A/Johnson Space Cente n: Cynthia W. Maclean 1 NASA Parkway ston TX 77058-3696	r
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	I, county, State and ZIP Code)	(x) 9A	AMENDMENT OF SOLICITATION NO.	
RAYTHEON TECHNICAL SERVICES (Attn: Cheryl Jones 2224 BAY AREA BLVD HOUSTON TX 77058-2099	COMPANY	x 100	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDERS 9 - 02102	ER NO.
	·		3. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	0	2/03/2003	
	11. THIS ITEM ONLY APPLIES T	TO AMENDM	ENTS OF SOLICITATIONS	
· · · · · · · · · · · · · · · · · · ·	r already submitted, such change m is received prior to the opening hour pulred) DIFICATION OF CONTRACTS/ORD	nay be made in and date sponsor. In contents of the contents o	by telegram or letter, provided each telegra ecified.	\$3 , 200 , 000 . 00 DESCRIBED IN ITEM 14.
	CT/ORDER IS MODIFIED TO REFL 1 IN ITEM 14, PURSUANT TO THE	ECT THE AC AUTHORITY	MINISTRATIVE CHANGES (such as char OF FAR 43.103(b).	
and the control of the different section of the control of the con				
D. OTHER (Specify type of modification	• • • • • • • • • • • • • • • • • • • •		n . Garatan at Eurodina	~
			B.4 Contract Funding	
	is required to sign this document			
14. DESCRIPTION OF AMENDMENT/MODIFICATION			solicitation/contract subject matter where f	feasible.)
The purpose of this modific	ation is to modif	У		
Clause B.4, CONTRACT FUNDIN	G and increase co	ntract	funding by \$3,200,	000.00 from
\$80,276,053.07 to \$83,476,0	53.07. The fundi	.ng rec	apitulation and repl	acement pages are
attached. Changes have bee	n bolded and bar	marked	•	
			•	
				:
				•
002 NSOC Incremental Fu	nding			
30,878,331.93	,			
Incrementally Funded Amount	: \$3,200,000.00		· .	
Continued				
Except as provided herein, all terms and conditions of the	te document referenced in Item 9A c	or 10A, as he	retofore changed, remains unchanged and	d in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A.	NAME AND TITLE OF CONTRACTING O	UFFICER (Type or print)
•		Cyr	nthia Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 168.	united states of americal a	16C. DATE SIGNED 11/21/2006
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
NSN 7540-01-152-8070				STANDARD FORM 30 (REV. 10-83)

NSN 7540-01-152-8070 Previous edition unusable

Prescribed by GSA FAR (48 CFR) 53.243

 CONTINUATION SHEET
 REFERENCE NO. OF DOL ...ENT BEING CONTINUED
 PAGE OF 2
 OF 4

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Delivery Location Code: JSC	 	一		
	NASA/Johnson Space Center			•	
	• • • • • • • • • • • • • • • • • • •	1	1		
	2101 NASA Parkway				
	Houston TX 77058-3696 USA			· ·	
	Amount: \$30,878,331.99		ŀ		,
	Accounting Info:		ļ		
	72DX11/6100.2550/72/FC000000/401769.06.06.02.02.0/	4			ļ.
	5/000/2550/72/EXCX22007D/733B/1/2 Cost Center:				-
	72DX11 GI Account: 6100.2550 Order: FC000000 WBS				
	Element1: 401769.06.06.02.02.0 WBS Element2: 5				
	Item Number: 000 Commitment Item: 2550 Funds				
	Center: 72 Fund: EXCX22007D Functional Area: 733B				
	Funded: \$1,825,000.00				
*	Accounting Info:	1.		· ·	
	72DX11/6100.2550/72/FC000000/401769.06.06.02.02.0/	1			
	6/000/2550/72/EXCX22007D/733B/2/3 Cost Center:			,	
	72DX11 GI Account: 6100.2550 Order: FC000000 WBS	ŧ			
	Element1: 401769.06.06.02.02.0 WBS Element2: 6			,	
	Item Number: 000 Commitment Item: 2550 Funds				
	Center: 72 Fund: EXCX22007D Functional Area: 733B				
					·
	Funded: \$275,000.00				
	Accounting Info:	,		·	
	72DX11/6100.2550/72/FC000000/401769.06.06.02.02.0/		l		
	8/000/2550/72/EXCX22007D/733B/3/4 Cost Center:		ľ		'
	72DX11 GI Account: 6100.2550 Order: FC000000 WBS				
	Element1: 401769.06.06.02.02.0 WBS Element2: 8				·
	Item Number: 000 Commitment Item: 2550 Funds		1		
	Center: 72 Fund: EXCX22007D Functional Area: 733B	1	1		
	Funded: \$500,000.00	1	l		
	Accounting Info:		1		
	72DX11/6100.2550/72/FC000000/609524.09.03.03.02.0/				•
	2.01/000/2550/72/EXCX22007D/733B/4/5 Cost Center:	ŀ	ŀ		
	72DX11 GI Account: 6100.2550 Order: FC000000 WBS				
	Element1: 609524.09.03.03.02.0 WBS Element2: 2.01				
	Item Number: 000 Commitment Item: 2550 Funds				
	Center: 72 Fund: EXCX22007D Functional Area: 733B				*
	Funded: \$600,000.00		1		
	Tunded. 7000,000		1] · ·
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:	Thru Mod 73	A	dditional Funding Mod 74	TOTAL
Cost	74395491.56	\$	3,200,000.00	77395491.56
	5880561.51	\$	200,000.00	6080561.51
Total	80276053.07	\$	3,200,000.00	83476053.07

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$77,395,491.56 This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: December 26, 2006.

(b.) An additional amount of \$6,080,561.51 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK - UNIT PRICED RATE

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ PAGE OF PAGES 1. CONTRACT ID CODE MODIFICATION OF CONTRACT NAS 9-02102 3. EFFECTIVE DATE 2. AMENDMENT/MODIFICATION NO. 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) Modification 75 See Block 16C N/A BH4/JFJ 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Michael D. Ballard Mail Code BH 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Chervl Jones Webster, TX 77598-4357 CODE **FACILITY CODE** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer (a) By completing Items 8 and 15, and submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) AWARD FEE PAYMENT (See pages 2-3.) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED BY (Signature of Contracting Officer) (Signature of person authorized to sign)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

I. The purpose of Modification 75 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2006 through September 30, 2006. Of the available Award Fee pool of \$935,281, the contractor is hereby entitled to \$860,458.52. The contractor has provisionally invoiced the Government for \$519,102 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$341,356.52.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 6	\$935,281	\$74,822.48	\$860,458.52	\$519,102.00	\$341,356.52

II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

	•	
EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 935,280	
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CO	NTRACT		1. CONTRACT ID CODE		PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE D	DATE	4. R	 EQUISITION/PURCHASE REQ. NO.	5. PR	OJECT NO	. (If applicable)
000076	See Bloc	k 16C	See	e Schedule			
6. ISSUED BY CODE	JSC	X 1.00	7. A	DMINISTERED BY (If other than Item 6)	CODE	Jsc	•
NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696	,		At 21	SA/Johnson Space Center tn: Cynthia W. Maclean/BI 01 NASA Parkway uston TX 77058-3696	ł		
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and Z	ZIP Code)	(x) [s	BA. AMENDMENT OF SOLICITATION NO.			
RAYTHEON TECHNICAL SERVICES (Attn: Cheryl Jones 2224 BAY AREA BLVD HOUSTON TX 77058-2099	COMPANY	-	x 1	DB. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NOTES OF SECTION OF CONTRACT/ORDER NOTES OF SECTION OF SECTI	o .		
CODE	FACILITY CODE	:		, ,			
				02/03/2003			
				MENTS OF SOLICITATIONS		is not ex	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PORDER NO. IN ITEM 10A.	DIFICATION OF C	ONTRACTS/ORDERS. Specify authority) THE	IT M	ODIFIES THE CONTRACT/ORDER NO. AS DESC NGES SET FORTH IN ITEM 14 ARE MADE IN TI	RIBED	NTRACT	
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN				ADMINISTRATIVE CHANGES (such as changes ry OF FAR 43.103(b). ORITY OF:	in payi	ng office,	
					į		
D. OTHER (Specify type of modification	• •						
		 		d B.4 contract funding			•
		sign this document and					
14. DESCRIPTION OF AMENDMENT/MODIFICATION of this modific clause B.4, contract fundin \$83,476,053.07 to \$85,492,0	ation is g and ind	to modify				from	
Delivery Location Code: JSC NASA/Johnson Space Center 2101 NASA Parkway Houston TX 77058-3696 USA Continued Except as provided herein, all terms and conditions of the		enced in Item 9A or 10A,	, as h	neretofore changed, remains unchanged and in fu	ll force	and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)				A. NAME AND TITLE OF CONTRACTING OFFICE			
			C ⁷	nthia Maclean			
15B. CONTRACTOR/OFFEROR	1	5C. DATE SIGNED	16E	B. UNITED STATES OF AMERICA			D. DATE SIGNED
(Signature of person authorized to sign)	<u> </u>			(Signature of Contracting Officer)		_ 1.	2/11/2006

NSN 7540-01-152-8070 Previous edition unusable

	REFERENCE NO. OF DOCUMENT BEING CONTINUED				
CONTINUATION SHEET	NAS9-02102/000076	2	4		

NAME OF OFFEROR OR CONTRACTOR

RAYTHEON TECHNICAL SERVICES COMPANY

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
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	Thru Mod 75	A	dditional Funding Mod 76	TOTAL
Cost	77,395,491.56	\$	1,857,614.00	79,253,105.56
	6,080,561.51	\$	158,386.00	6,238,947.51
Total	83,476,053.07	\$	2,016,000.00	85,492,053.07

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$79,253,105.56. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: February 8, 2006.
- (b.) An additional amount of **\$6,238,947.51** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

MODIFICATION	F SOLICITATION/	1. CONTRACT ID CODE	PAGE OF PAGE
······································	OF CONTRACT	NAS 9-02102	1 1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicate N/A
Modification 77	See Block 16C BH/JEH	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA LYNDON B. JOHNSON		-	
	SPACE CENTER		
Attn: BH/Sheela Logan			
2101 NASA Parkway			
Touston, TX 77058-3696			
B. NAME AND ADDRESS OF CONTRACTOR Raytheon Technical Services Con		ode)	
Attn: Cheryl Jones, Contracts M			
Bay Terrace II	ianagoi		
555 Forge River Road Suite 120			
Webster, TX 77598-4357			
Websier, 17 77396-4337			
CODE		FACILITY CODE	
(X) 9A. AMENDMENT OF SOLICITATION	N NO.	9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT	T/ORDER NO.	10B. DATED (SEE ITEM 13)	
X NAS 9-02102		2/3/03	
11. The above numbered solicitation is amend		AMENDMENTS OF SOLICITATIONS	extended. is not extend
r letter makes reterence to the solicitation and 2. ACCOUNTING AND APPROPRIATION D/ 13. (x) A THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN ITEM 10	this amendment, and is received prior ATA (If required) THIS ITEM APPLIES ONLY TO MOD T MODIFIES THE CONTRACT/ORDE D PURSUANT TO: (Specify authority) A.	DIFICATIONS OF CONTRACTS/ORDERS, ER NO. AS DESCRIBED IN ITEM 14.(x) IN) THE CHANGES SET FORTH IN ITEM 14 ARE N	
B. THE ABOVE NUMBERED CONFR appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM	IN ITEM 14, PURSUANT TO THE AU IENT IS ENTERED INTO PURSUANT	JTHORITY OF FAR 43,103(b).	is changes in paying office,
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM d. OTHER (Specify type of modification)	IN ITEM 14, PURSUANT TO THE AU ENT IS ENTERED INTO PURSUANT on and authority)	JTHORITY OF FAR 43,103(b).	
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM d. OTHER (Specify type of modification Mutual Agreement of Parties	IN ITEM 14, PURSUANT TO THE AU ENT IS ENTERED INTO PURSUANT on and authority)	ITHORITY OF FAR 43, 103(b). I TO AUTHORITY OF: Cost Reimbursement (Aug 87), Alt. II (.	Apr 84),
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM d. OTHER (Spacify type of modification Mutual Agreement of Parties E. IMPORTANT: Contractor is not,	IN ITEM 14, PURSUANT TO THE AL IENT IS ENTERED INTO PURSUANT on and authority) : FAR 52.243-2, Changes — C Is required to sign this docum	ITHORITY OF FAR 43, 103(b). I TO AUTHORITY OF: Cost Reimbursement (Aug 87), Alt. II (.	Apr 84), ssuing office.
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM d. OTHER (Spacify type of modification Mutual Agreement of Parties E. IMPORTANT: Contractor is not, 14. description of amendment/modification is to PERSONNEL. (FAR 52.204-9) (JAN adjustment for the additional require and all liability under this contract for See Page 2.	IN ITEM 14, PURSUANT TO THE AL ENT IS ENTERED INTO PURSUANT on and authority : FAR 52.243-2, Changes — C X Is required to sign this docum numbed by UCF seation headings, inc. on add clause C.15 - PHRSON N 2006) and Attachment J-8, unents contained in this modil on further equitable adjustment the designent referenced in these 8A or 10A	THORITY OF FAR 43, 103(b). TO AUTHORITY OF: Cost Reimbursement (Aug 87), Alt. II (annual and return 3 copies to the isoticina solicitation/contract subject matter where fee NAL IDENTITY VERIFICATION OF This modification is agreed to be a confication. The contractor hereby releases this. As hereletous changed, recuring a unshapped and in Juli for 18A NAME AND TITLE OF CONTRACTING Contractions.	Apr 84), ssuing office. astino.) CONTRACTOR applete and equitable a the Government from a
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appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM d. OTHER (Specify type of modification Mutual Agreement of Parties E. IMPORTANT: Contractor is not. 14. description of amendment/modification is to PERSONNEL (FAR 32:204-9) (JAN adjustment for the additional require and all liability under this contract for See Page 2.	IN ITEM 14, PURSUANT TO THE AL ENT IS ENTERED INTO PURSUANT on and authority : FAR 52.243-2, Changes — C X Is required to sign this docum numbed by UCF seation headings, inc. on add clause C.15 - PHRSON N 2006) and Attachment J-8, unents contained in this modil on further equitable adjustment the designent referenced in these 8A or 10A	THORITY OF FAR 43, 103(b). TO AUTHORITY OF: Cost Reimbursement (Aug 87), Alt. II (nont and return 3 copies to the is studing solicitation/contract subject matter where feet NAL IDENTITY VERIFICATION OF This modification is agreed to be a con fication. The contractor hereby releases 118. 188. NAME AND TITLE OF CONTRACTING C Cynthia W. Maclean, Contract 168. UNITED STATES OF AMERICA	Apr 84), ssuing office. astino.) CONTRACTOR applete and equitable a the Government from a
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM d. OTHER (Specify type of modification Mutual Agreement of Parties E. IMPORTANT: Contractor is not. d. description of amendment/modification is to PERSONNEL. (PAR 52.204-9) (JAN adjustment for the additional require and all liability under this contract for See Page 2. Exercise a positive begin, all terms and conditions of the AME AND TITLE OF CHANGE (Type or	IN ITEM 14, PURSUANT TO THE AL ENT IS ENTERED INTO PURSUANT on and authority : FAR 52.243-2, Changes - C X Is required to sign this docum numbed by UCF soution headings, inc. an add clause G.15 - PURSON N 2006) and Attachment J-8, ments contained in this modil or further equitable adjustment the desument referenced in them 9A or 10A point) 16C. DATE SIGNED	THORITY OF FAR 43, 103(b). TO AUTHORITY OF: Cost Reimbursement (Aug 87), Alt. II (nont and return 3 copies to the is studing solicitation/contract subject matter where feet NAL IDENTITY VERIFICATION OF This modification is agreed to be a con fication. The contractor hereby releases 118. 18. 18. NAME AND TITLE OF CONTRACTING C Cynthia W. Maclean, Contract 16B. UNITED STATES OF AMERICA BY	Apr 84), ssuing office. asibio.) CONTRACTOR uplete and equitable s the Government from a use and officer CPFIGER (Type or print) ting Officer
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEM d. OTHER (Specify type of modification Mutual Agreement of Parties is not. d. description of amendmont/modification (Cr. the purpose of this modification is to the purpose of this modification is to the purpose of this modification at the purpose of this modification is to the purpose of this modification of the purpose of this modification (Cr. See Page 2. Taken to the purpose of this modification of the purpose of this modification (Cr. See Page 2.	IN ITEM 14, PURSUANT TO THE AL IENT IS ENTERED INTO PURSUANT on and authority: : FAR 52.243-2, Changes — C X Is required to sign this docum numbed by UCF seedon hosdinas, inc. in add clause G.15 - PBRSON 1 2006) and Attachment J-8, ments contained in this modil or further equitable adjustment the desuprent referenced in tem 9A or 10A point) 16C. DATE 8IGNED	THORITY OF FAR 43, 103(b). TO AUTHORITY OF: Cost Reimbursement (Aug 87), Alt. II (c) nont and return 3 copies to the is studing solicitation/contract subject matter where fee NAL IDENTITY VERIFICATION OF This modification is agreed to be a con fication. The contractor hereby release its. As hereletors changed, returns unshapped and in Juli for than NAME AND TITLE OF CONTRACTING of Cynthia W. Maclean, Contract 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	Apr 84), ssuing office. asibio.) CONTRACTOR uplete and equitable s the Government from a use and officer CPFIGER (Type or print) ting Officer

Replacement pages are attached and hereby incorporated into the contract. Changes are in bold.

Estimated Cost	\$92,600,513	\$86,370	\$92,686,883
Maximum Available	\$8,553,872	\$8,205	
Award Fee			\$8,562,077
Cost Plus Award Fee	\$101,154,385	\$94,575	\$101,248,960

B.3 Reconciliation	Prior to Mod 77	Mod 77 Basic	Mod 77

Award Fee Reconciliation

Evaluation Period	Prior to Mod 77	Mod 77	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Earned)	\$860,458		
10/01/06 - 03/31/07 (Available)	\$935,280	\$1141	\$936,421
Option 3			
04/01/07 - 09/30/07 (Available)	\$949,384	\$3532	\$952,916
10/01/07 - 03/31/08 (Available)	\$949,382	\$3532	\$952,914

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$92,686,883. The maximum available award fee, excluding base fee, if any, is \$8,562,077. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$101,248,960.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

- B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.
- (a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$ 8,800,000. See task order procedures.
- (b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows

3

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

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"The estimated cost of this contract is \$,92,686,883. The maximum available award fee, excluding base fee, if any, is \$,8,562,077. The base fee is \$ 0. Total estimated cost, base fee, and maximum award fee are \$ 101,248,960."

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(b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:

"(a) Total estimated cost of the IDIQ section of the contract is NTE \$ 10,000,000. See task order procedures."

- (c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.
- (d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102 Destination: Johnson Space Center

a. The following clause is hereby added to Section G:

G.15 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52,204-9) (JAN 2006)

- a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

[END OF SECTION]

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 935,280	
EVALUATION PERIOD (OPTION 3)		
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	•

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	DATE
*J-1	Work Statement	10/02
*J-2	JSC Data Requirement List (DRL) and Description (DRD)	10/02
J - 3	Performance Evaluation Plan	10/02
*J-4	Installation Furnished Property	
*J-5	DOL Wage Determination	
J-6	Safety and Health Plan By Reference	
J-7	Small Business Plan By Reference	
J-8	Personal Identification Verification of Personnel	of Contractor

^{*}Raytheon acknowledges receipt of the updated Attachments J1, J2, J4 and J5 via Request for FRP dated 10/21/02 and RFP Amendment #5. No modifications were made nor exceptions taken to these documents in the preparation of this proposal revision.

[END OF SECTION]

ATTACHMENT J-8

PERSONAL IDENTITY VERIFICATION (PIV) OF CONTRACTOR PERSONNEL

<u>PIV Card Issuance Procedures in accordance with FAR clause 52.204-9</u>, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

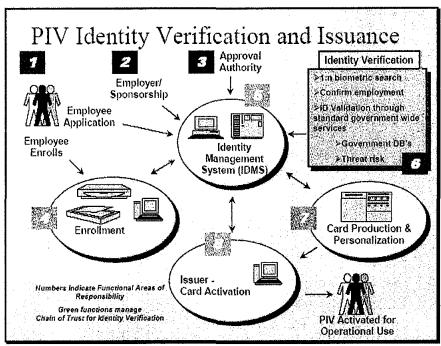


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their

visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, <u>MAY NOT BE USED</u> for the original issuance of a PIV vetted credential

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

- 1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
- 2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
- 3. Upon return of the completed NAC, the process will continue from Step 5.

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(Signature of person authorized to sign)				(Signature of Contracting Officer)		

Funding Recapitulation

	Thru Mod 77	Additional Funding Mod 78	TOTAL
Cost	\$79,253,105.56	\$2,130,388.13	\$81,383,493.69
	\$6,238,947.51	\$169,611.87	\$6,408,559.38
Total	\$85,492,053.07	\$2,300,000.00	\$87,792,053.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$81,383,493.69. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: April 15, 2007.
- (b.) An additional amount of **\$6,408,559.38** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

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E. IMPORTANT: Contractor X is not.	is required	to sign this document and	return	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modific the contract funding from \$ remains unchanged. Except as provided herein, all terms and conditions of the	ation is 87,792,0	s to decrease	,19	4,750, to \$86,597,303.	07. C	
15A. NAME AND TITLE OF SIGNER (Type or print)			16A.	NAME AND TITLE OF CONTRACTING OFFI	_	
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(Signature of parson sufficient to sign)			_	(Signature of Contracting Officer)		

NSN 7540-01-152-8070 Previous edition unusable

Funding Recapitulation

	Thru Mod 78	Deobligation Mod 79	TOTAL
Cost	\$81,383,493.69	\$1,091,095.89	\$80,292,397.80
	\$6,408,559.38	\$103,654.11	\$6,304,905.27
Total	\$87,792,053.07	\$1,194,750.00	\$86,597,303.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$80,292,397.80. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: April 15, 2007.
- (b.) An additional amount of \$6,304,905.27 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

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Except as provided herein, all terms and conditions of the	ne document refe	erenced in Item 94 or 10/	Δ, 29	s heretofore changed remains unchanged and in t	full force s	and effect.
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			-	Cynthia Maclean		
15B. CONTRACTOR/OFFEROR	-	15C. DATE SIGNED	11	6B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		ĺ	Ι.	(Signature of Contracting Officer)		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Funding Recapitulation

			TOTAL
	Thru Mod 79	Mod 80	TOTAL
Cost	\$80,292,397.80	\$1,095 ,890.41	\$81,388,288.21
	\$6,304,905.27	\$104,109.59	\$6,409,014.86
Total	\$86,597,303.07	\$1,200,000.00	\$87,797,303.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$81,388,288.21. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: April 15, 2007.
- (b.) An additional amount of \$6,409,014.86 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB APPROVAL #: 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION 8 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE See Block 16C N/A 81 BH2/JGJ CODE 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) See Block 6 NASA/Johnson Space Center Attn: BH/Lakshmi S. Logan 2101 NASA Parkway Houston, TX. 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Raytheon Technical Services Company Attn: John Evans, Director of Contracts Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 FACILITY CODE CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) NAS 9-02102 2/2/03 Х 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for is not extended. receipt of Offers extended, Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes - Cost Reimbursement d. OTHER (Specify type of modification and authority)

See Page 2.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Cynthia W. Maclean

15B. CONTRACTOR/OFFEROR15B.

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)

(Signature of Contracting Officer)

is required to sign this document and

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

E. IMPORTANT: Contractor

is not.

copies to the issuing office

The purpose of this Modification is to reflect the negotiation of proposal NBL Limited Dual Operations – Plus, submitted in response to RECP BH4-05-052. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated December 11, 2006, as well as any other proposal updates. The Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such factors and/or circumstances giving rise to this proposal as well as all contract changes made in this modification.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

B.3 Reconciliation	Prior to Mod 81	Mod 81 Basic	Mod 81
Estimated Cost	\$92,686,883	\$1,449,275	\$94,136,158
Maximum Available			
Award Fee	\$8,562,077	\$137,681	\$8,699,758
Cost Plus Award Fee	\$101,248,960	\$1,586,956	\$102,835,916

Award Fee Reconciliation

Evaluation Period	Prior to Mod 81	Mod 81	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Available)	\$860,458		
10/01/06 - 03/31/07 (Available)	\$936,421	\$25,561	\$ 961,982
Option 3			
04/01/07 - 09/30/07 (Available)	\$952,916	\$55,869	\$1,008,785
10/01/07 - 03/31/08 (Available)	\$952,914	\$55,870	\$1,008,784

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End-of-Clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$94,136,158. The maximum available award fee, excluding base fee, if any, is \$8,699,758. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$102.835,916.

(End-of-Clause)

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

The estimated cost of this contract is \$94,136,158. The maximum available award fee, excluding base fee, if any, is \$8,699,758. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$102,835,916.

- (b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:
 - "(a) Total estimated cost of the IDIQ section of the contract is NTE \$ 10,000,000. See task order procedures."
- (c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.
- (d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.
- F.7 BILLS OF LADING (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102 Destination: Johnson Space Center "

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the termination clause of this contract.

(d.) The contractor is responsible for tracking the performance of work in each area which is subject to workload sizing data; keeping current, complete, and accurate records regarding the quantum of work performed in relation to the applicable workload sizing data; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the contractor believes the conditions of paragraph (c) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 30 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 60 days of the request.

H.6 WORKLOAD SIZING DATA

The contractor's support of the NBL/SVMF shall include certain enumerated tasks as required within the matrices set forth below. The workload sizing data set forth below shall be used independently for each year and each option year of the contract. See H.5 contract adjustment for further information. For use in this table, an NBL Event is defined as a single in-water activity using from one to three space suits (EMU or Orlan or both) or a Bailout training session.

	ELEMENT	Lower	Nominal	<u>Upper</u>
1.	NBL Events			
	a. Year 1	360	380	400
	b. Year 2	285	300	315
	c. Year 3	200	235	270
	d. Year 4	203	241	279
	e. Year 5	220	270	322
2.	SVMF Facility Utilization Requests	1220	1525	1830
	a. Year 1	1200	1525	1830
	b. Year 2	1220	1525	1830
	c. Year 3 (first six months)	610	763	915
	d. Year 3 (second six months)	915	1144	1373
	e. Year 4	1830	2288	2745
	f. Year 5	1830	2288	2745
3.	SVMF Test Readiness Reviews	40	50	60
	(End of Clause)			

The following clause is hereby added to 2.1.1 of Section J-1, Statement of Work (SOW):

i. Sustaining Engineering Requirements

The contractor shall perform sustaining engineering activities for the NBL and SVMF including: generating conceptual designs, developing preliminary ROM estimates and Project Plans (implementing and managing Project plans), Estimation (costing); Requirements definitization; Discrepancy Report (DR) analysis and anomaly resolution; System Safety Engineering; Specialty engineering (Stress analysis and FMEA, preliminary and detailed engineering design prior to CR implementation and generation/maintenance of systems overview documentation), obsolescence analysis and upgrade planning, performing engineering studies, and maintaining engineering databases.

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	<u>AVAILABL</u> <u>E AWARD</u> <u>FEE</u>	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	
EVALUATION PERIOD (OPTION 3)		
04/01/07 - 09/30/07	\$ 1,008,785	
10/01/07 - 03/31/08	\$ 1,008,784	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMEN	NT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)
82					194283		(oppositely
6. ISSUED BY	CODE	See Bloc	3K 10C	7. ADN	INISTERED BY (If other than Item 6)	CODE JS	C
NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696				NASA/Johnson Space Center Attn: Cynthia W. Maclean/BH 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND	ADDRESS OF CONTRACTOR (No., street	, county, State and	ZIP Code)	(x) 9A.	AMENDMENT OF SOLICITATION NO.		
Attn: Jo 2224 BAY	TECHNICAL SERVICES (hn Evans AREA BLVD TX 77058-2099	COMPANY		x 10/NA	DATED (SEE ITEM 11) MODIFICATION OF CONTRACT/ORDER N.S.9-02102 DATED (SEE ITEM 11)	10.	
CODE		FACILITY COD	E	0.	2/03/2003		
	·	11. THIS ITEM	MONLY APPLIES TO AM	MENDMI	NTS OF SOLICITATIONS	· · · · · ·	<u></u>
virtue of this reference to	amendment you desire to change an offe the solicitation and this amendment, and ING AND APPROPRIATION DATA (If req 13. THIS ITEM ONLY APPLIES TO MOS A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.	r already submitting received prior (interest) DIFICATION OF (Interest) PURSUANT TO: CT/ORDER IS MO	ed, such change may be to the opening hour and Net CONTRACTS/ORDERS. (Specify authority) THE DDIFIED TO REFLECT RSUANT TO THE AUTH	Inc IT MOD CHANG	rease: \$1 IFIES THE CONTRACT/ORDER NO. AS DESCRIBES SET FORTH IN ITEM 14 ARE MADE IN TO MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).	CRIBED IN ITE	01.00 EM 14.
					<u> </u>		
37	D. OTHER (Specify type of modification						
X	Pursuant to FAR 52.2				***************************************		
E. IMPORTANT			o sign this document and		copies to the issuing olicitation/contract subject matter where feasi		
See Page	e 2.			۸, as her 16A. ۱	etofore changed, remains unchanged and in fu	ull force and ef	
15B, CONTRA	CTOR/OFFEROR	· · · · · · · · · · · · · · · · · · ·	15C. DATE SIGNED		thia Maclean JNITED STATES OF AMERICA		16C. DATE SIGNED
IJB, GONTRA	O O O O O O O O O O O O O O O O O O O		150. DATE SIGNED	100.			TO. DATE GIGINED
	(Signature of person authorized to sign)				(Signature of Contracting Officer)		

Funding Recapitulation

	Thru Mod 81	Mod 82	TOTAL
Cost	\$81,388,288.21	\$8,424,658.45	\$89,812,946.66
	\$6,409,014.86	\$800,342.55	\$7,209,357.41
Total	\$87,797,303.07	\$9,225,001.00	\$97,022,304.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$89,812,946.66. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: July 15, 2007.
- (b.) An additional amount of \$7,209,357.41 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT NAS 9-02102 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C BH3/JGJ Modification 83 N/A 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA Lyndon B. Johnson Space Center Attn: Lakshmi S. Logan/BH 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357 CODE **FACILITY CODE** 9B. DATED (SEE ITEM 11) (x) 9A. AMENDMENT OF SOLICITATION NO. 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) AWARD FEE PAYMENT (See pages 2-3.) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY (Signature of Contracting Officer) (Signature of person authorized to sign)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 I. The purpose of Modification 83 is to recognize the Award Fee earned for NSOC Performance during the period of October 1, 2006 through March 31, 2007. Of the available Award Fee pool of \$961,982, the contractor is hereby entitled to \$875,403.62. The contractor has provisionally invoiced the Government for \$561,168 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$314,235.62.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 8	\$961,982.00	\$86,578.38	\$875,403.62	\$561,168.00	\$314,235.62

II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	\$875,403.62
04/01/07 - 09/30/07	\$1,008,785	
10/01/07 - 03/31/08	\$1,008,784	

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 4200202535 BH3/JGJ 7. ADMINISTERED BY (If other than Item 6) CODE 6. ISSUED BY CODE NASA/Johnson Space Center See Block 6 Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 FACILITY CODE CODE 9B. DATED (SEE ITEM 11) (x) 9A. AMENDMENT OF SOLICITATION NO. 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$200,000 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B, THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause Х B.4. CONTRACT FUNDING C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) |x| E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$200,000 from \$97,022,304.07 to \$97,222,304.07. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15C. DATE SIGNED 15B. CONTRACTOR/OFFEROR BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Funding Recapitulation

	Thru Mod 83	Mod 84	TOTAL
Cost	\$89,812,946.66	\$182,648.40	\$89,995,595.06
	\$7,209,357.41	\$17,351.60	\$7,226,709.01
Total	\$97,022,304.07	\$200,000.00	\$97,222,304.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$89,995,595.06. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: July 15, 2007.
- (b.) An additional amount of \$7,226,709.01 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/				1. CONTRACT ID CODE		PAGE OF PAGES
	MODIFICATION		<u>.</u>		· · · · · · · · · · · · · · · · · · ·	1 15
2. AME	NDMENT/MODIFICATION NO. 85	3. EFFECTIVE DATE See Block 16C		ISITION/PURCHASE REQ. NO. N/A		CT NO. (If applicable)
6. ISSU		BH	7. ADMIN	IISTERED BY (If other than Item 6)	CODE	
Attn: 2101 I	A/Johnson Space Center BH/L. Sheela Logan NASA Parkway ton, TX 77058-3696			See Bloc	k 6	
Rayth Attn:	E AND ADDRESS OF CONTRACTOR (leon Technical Services Com Lee Anne Ward, Contracts errace II	pany	ode)			
555 F	orge River Road Suite 120 ter, TX 77598-4357					
			FACILITY	CODE	·	
CODE (x)	9A. AMENDMENT OF SOLICITATION	NO.	FACILITY	ED (SEE ITEM 11)		
	SA. AWILINDINLINI OF GOLIOTATION		J OD. DATI	LD (OLL II LIM 11)		
x	10A. MODIFICATION OF CONTRACT NAS 9-02102	/ORDER NO.	10B. DA 2/3/03	TED (SEE ITEM 13) 3		
	11.	THIS ITEM ONLY APPLIES TO	AMENDME	NTS OF SOLICITATIONS		
	ne above numbered solicitation is amend nust acknowledge receipt of this amendm				s extended, e following met	is not extended.
Submitt BE REC YOUR (or letter	ompleting Items 8 and 15, and returning ed; or (c) By separate letter or telegram verified ATTHE PLACE DESIGNATED OFFER. If by virtue of this amendment you makes reference to the solicitation and to CCOUNTING AND APPROPRIATION	which includes a reference to the solic FOR THE RECEIPT OF OFFERS PF ou desire to change an offer already s his amendment, and is received prior	itation and a NOR TO THI ubmitted, su	E HOUR AND DATE SPECIFIED M ch change may be made by telegrar	YOUR ACKNO AY RESULT IN	WLEDGEMENT TO REJECTION OF
		THIS ITEM APPLIES ONLY TO MOD MODIFIES THE CONTRACT/ORDE				
(x)	A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM 104		THE CHAN	GES SET FORTH IN ITEM 14 ARE	MADE IN THE	
х	B. THE ABOVE NUMBERED CONTR. appropriation date, etc.) SET FORTH II				as changes in	paying office,
	C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUANT	TO AUTHO	RITY OF:		
-	d. OTHER (Specify type of modification	n and authority)			-	
E. IMP	ORTANT: Contractor X is not,	is required to sign this docume	ent and retur	n copies to the	issuing office.	
Dete Secti	ne purpose of this modification (Organic purpose of this modific rmination into the contract on of J-5 of the contract is mber 6, 2006.	ation is to incorporate the t. The effective date of	ne curre the DOI	nt Department of Labor Wage Determination	(DOL) V is April 1	, 2007.
Excent	as provided herein, all terms and condition	ons of the document referenced in Iten	19A or 10A	as heretofore changed, remains und	hanged and in	full force and effect.
	AME AND TITLE OF SIGNER (Type or p		16A. NAI	ME AND TITLE OF CONTRACTING nie D. Hunter, Contractiu	OFFICER (Ty	
15B. C	ONTRACTOR/OFFEROR	15C. DATE SIGNED		TED STATES OF AMERICA	·	16C. DATE SIGNED
_	(Signature of person authorized to sign)	 .	-	(Signature of Contracting Officer)	·	

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

OMB Approval No. 2700-0042

1. NOTICE NO. STANDARD FORM 98 NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE **NASA** January 1996 53165 U.S. DEPARTMENT OF LABOR (See Instructions on Reverse) EMPLOYMENT STANDARDS **ADMINISTRATION** 2. Estimated solicitation date (use numerals) MAIL TO: Year Month Day Administrator 3. Estimated date bids or proposals to be opened Wage and Hour Division or negotiations begun (use numerals) U.S. Department of Labor Year Day Washington, DC 20210 4. Date contract performance to begin (use numerals) Extension Month Year Day 07 01 6. SERVICES TO BE PERFORMED (describe) 5. PLACE(S) OF PERFORMANCE IV: Neutral Buoyancy Lab/Space Vehicle Mockup Facility Operations HARRIS COUNTY, TX WD Period: 04/01/07 to 03/31/08 NAS 9-02102 7. INFORMATION ABOUT PERFORMANCE Services not presently being Services now performed by Federal C. Services now В. performed by a performed contractor employees 8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE b. Number(s) of any wage determination(s) in incumbent's contract Name and address of incumbent contractor WD 94-2516 Raytheon Technical Services Co., LLC 2224 Bay Area Blvd. Houston, TX 77058 **RESPONSE TO NOTICE** c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). Important: Attach copies of current applicable (by Department of Labor) collective bargaining agreements X The attached wage determination(s) A. listed below apply to procurement. None 2005-2516 Rev 3 9. OFFICIAL SUBMITTING NOTICE DATE As of this date, no wage determination SIGNED: applicable to the specified locality and Original signed by 05/21/07 classes of employees is in effect. TYPE OR PRINT NAME TELEPHONE NO. 281-483-4121 From information supplied, the Service Connie R. Pritchard C. Contract Act does not apply (see attached Contract Labor Relations Officer explanation). 10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY. BUREAU, DIVISION, ETC. Notice returned for additional information D. (see attached explanation) NASA Johnson Space Center Connie R. Pritchard, Mail Code BA2 Signed:

2101 NASA Parkway	(U.S. Department of Labor)	
Houston, TX 77058		
	(Date)	
98-103	COMPUTER-GENERATED	1/96

STANDARD FORM 98a	NOTICE OF INTENTION	N TO MAKE	11. Notice No.
February 1973 U.S. DEPARTMENT OF LABOR	A SERVICE CONTRACT AND RE	SPONSE TO NOTICE	NASA
Employment Standards Administration	(Attachment A	A)	41573
12. CLASSES OF SERVICE EMPLOYEES TO Harris County, TX; 94-2516, C Directory"		13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Computer Systems Analyst, I		2	GS-9 \$23.12
Computer Programmer, I		1	GS-5 \$15.26
Computer Programmer, II		1	GS-7 \$18.90
Drafter, II	\(\sigma\)	4	GS-4 \$13.64
Drafter, III		2	GS-5 \$15.26
Drafter, IV		1	GS-7 \$18.90
Engineering Technician, I		5	GS-3 \$12.15
Engineering Technician, II		9	GS-4 \$13.64
Engineering Technician, III		27	GS-5 \$15.26
Engineering Technician, IV		4	GS-7 \$18.90
Secretary, I		2	GS-4 \$13.64
Secretary, II		5	GS-5 \$15.26
Secretary, III		5	GS-6 \$17.01
General Clerk, III		2	GS-3 \$12.15
General Clerk, IV		3	GS-4 \$13.64
Production Control Clerk		4	GS-6 \$17.01
Machinists, Maintenance		8	WG-10 \$22.03
Sewing Machine Operator		3	WG-6 \$17.04
Welder, Combination, Mainter	nance	3	WG-10 \$22.03
Forklift Operator	/	3	WG-5 \$15.64
Laborer		1	WG-2 \$11.44
Messenger (Courier)		1	GS-5 \$15.26
Shipping/Receiving Clerk		3	WG-4 \$14.24
Conformed Positions:			
NBL Dive Operations Speciali	st, I (\$16.22)	10	GS-3 \$12.15
NBL Dive Operations Speciali		13	GS-4 \$13.64
NBL Dive Operations Speciali	st, III (\$20.81)	26	GS-5 \$15.26
NBL Dive Operations Speciali	st, IV (\$25.64)	7	GS-7 \$18.90

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

William W. Gross Director Division of

Wage Determinations

Wage Determination No.: 2005-2516

Revision No.: 3

Date of Last Revision: 12/06/2006

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations		
01011 - Accounting Clerk I	12.52	
01012 - Accounting Clerk II	14.06	
01013 - Accounting Clerk III	15.73	
01020 - Administrative Assistant	22.76	
01040 - Court Reporter		18.01
01051 - Data Entry Operator I	11.36	
01052 - Data Entry Operator II	14.32	
01060 - Dispatcher, Motor Vehicle	15.40	
01070 - Document Preparation Clerk		12.98
01090 - Duplicating Machine Operator		12.98
01111 - General Clerk I		10.80
01112 - General Clerk II		12.97
01113 - General Clerk III		14.88
01120 - Housing Referral Assistant	20.55	
01141 - Messenger Courier	10.86	
01191 - Order Clerk I	13.36	
01192 - Order Clerk II	15.24	
01261 - Personnel Assistant (Employment) I		13.79
01262 - Personnel Assistant (Employment) II		16.50
01263 - Personnel Assistant (Employment) III		17.63
01270 - Production Control Clerk	18.50	
01280 - Receptionist	10.93	
01290 - Rental Clerk	14.34	
01300 - Scheduler, Maintenance	15.92	
01311 - Secretary I	15.92	
01312 - Secretary II	17.73	
01313 - Secretary III	20.55	

01320 - Service Order Dispatcher	14.63	
01410 - Supply Technician	22.76	
01420 - Survey Worker		15.53
01531 - Travel Clerk I	12.30	
01532 - Travel Clerk II	13.36	
01533 - Travel Clerk III	14.18	
01611 - Word Processor I		11.45
01612 - Word Processor II	14.09	
01613 - Word Processor III	16.27	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	24.80	
05010 - Automotive Electrician	22.66	
05040 - Automotive Glass Installer	21.68	
05070 - Automotive Worker	20.91	
05110 - Mobile Equipment Servicer	19.27	
05130 - Motor Equipment Metal Mechanic	24.53	
05160 - Motor Equipment Metal Worker		20.91
05190 - Motor Vehicle Mechanic	24.53	
05220 - Motor Vehicle Mechanic Helper		18.48
05250 - Motor Vehicle Upholstery Worker		19.84
05280 - Motor Vehicle Wrecker	20.91	
05310 - Painter, Automotive	22.66	
05340 - Radiator Repair Specialist	22.88	
05370 - Tire Repairer	14.40	
05400 - Transmission Repair Specialist	25.17	
07000 - Food Preparation and Service Occupations		
07010 - Baker	10.04	
07041 - Cook I	9.17	
07042 - Cook II	9.89	
07070 - Dishwasher		8.11
07130 - Food Service Worker	8.41	
07210 - Meat Cutter	12.36	
07260 - Waiter/Waitress		7.97
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter	16.65	
09040 - Furniture Handler		11.74
09080 - Furniture Refinisher	16.09	
09090 - Furniture Refinisher Helper	13.74	
09110 - Furniture Repairer, Minor	15.29	
09130 - Upholsterer	16.65	
11000 - General Services and Support Occupations		
11030 - Cleaner, Vehicles	9.12	
11060 - Elevator Operator		7.71
11090 - Gardener	13.35	
11122 - Housekeeping Aide	7.7 1	
11150 - Janitor	8.17	

11210 - Laborer, Grounds Maintenance		10.63
11240 - Maid or Houseman	7.27	
11260 - Pruner	8.17	
11270 - Tractor Operator		12.47
11330 - Trail Maintenance Worker	10.63	
11360 - Window Cleaner	8.92	
12000 - Health Occupations		
12010 - Ambulance Driver	12.93	
12011 - Breath Alcohol Technician	14.22	
12012 - Certified Occupational Therapist Assistant	19.58	
12015 - Certified Physical Therapist Assistant		20.24
12020 - Dental Assistant		14.22
12025 - Dental Hygienist		31.09
12030 - EKG Technician	23.12	
12035 - Electroneurodiagnostic Technologist		23.12
12040 - Emergency Medical Technician		14.22
12071 - Licensed Practical Nurse I	15.57	
12072 - Licensed Practical Nurse II	17.47	
12073 - Licensed Practical Nurse III	18.81	
12100 - Medical Assistant		12.40
12130 - Medical Laboratory Technician		13.94
12160 - Medical Record Clerk	13.21	
12190 - Medical Record Technician	16.02	
12195 - Medical Transcriptionist	14.44	
12210 - Nuclear Medicine Technologist		28.64
12221 - Nursing Assistant I	7.08	
12222 - Nursing Assistant II	9.82	
12223 - Nursing Assistant III	10.62	
12224 - Nursing Assistant IV	12.40	
12235 - Optical Dispenser		15.26
12236 - Optical Technician	13.64	
12250 - Pharmacy Technician	14.41	
12280 - Phlebotomist	13.30	
12305 - Radiologic Technologist	22.89	
12311 - Registered Nurse I	,	24.51
12312 - Registered Nurse II	30.20	21.01
12313 - Registered Nurse II, Specialist	32.08	
12314 - Registered Nurse III	37.96	
12315 - Registered Nurse III, Anesthetist	39.12	
12316 - Registered Nurse IV	43.48	
12317 - Scheduler (Drug and Alcohol Testing)	18.90	
12017 benedict (bridg and medici results)	10.70	
13000 - Information and Arts Occupations		
13011 - Exhibits Specialist I		19.30
13012 - Exhibits Specialist II		24.74
13013 - Exhibits Specialist III		28.94
13041 - Illustrator I	17.60	
13042 - Illustrator II	22.56	
13043 - Illustrator III	26.40	
10010 IMMSMAIDI III	20.40	

13047 - Librarian	23.29	
13050 - Library Aide/Clerk	9.87	
13054 - Library Information Technology Systems Administrator		20.94
13058 - Library Technician	13.25	
13061 - Media Specialist I		14.80
13062 - Media Specialist II		16.56
13063 - Media Specialist III		18.46
13071 - Photographer I		13.93
13072 - Photographer II		17.60
13073 - Photographer III		22.56
13074 - Photographer IV		26.40
13075 - Photographer V		30.06
13110 - Video Teleconference Technician		13.83
14000 - Information Technology Occupations		
14041 - Computer Operator I	14.80	
14042 - Computer Operator II	16.62	
14043 - Computer Operator III	18.46	
14044 - Computer Operator IV	22.60	
14045 - Computer Operator V	23.90	
	21.12	
14071 - Computer Programmer I (1)	21.12	26.16
14072 - Computer Programmer II (1)		27.62
14074 - Computer Programmer III (1)		27.62
14074 - Computer Programmer IV (1)		
14101 - Computer Systems Analyst I (1)		27.62
14102 - Computer Systems Analyst II (1)		27.62
14103 - Computer Systems Analyst III (1)		27.62
14150 - Peripheral Equipment Operator		14.80
14160 - Personal Computer Support Technician	22.60	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81	
15030 - Air Crew Training Devices Instructor (Pilot)	35.70	
15050 - Computer Based Training Specialist / Instructor		25.70
15060 - Educational Technologist	28.73	
15070 - Flight Instructor (Pilot)	35.70	
15080 - Graphic Artist	23.11	
15090 - Technical Instructor	20.19	
15095 - Technical Instructor/Course Developer	24.70	
15110 - Test Proctor	17.73	
15120 - Tutor	17.73	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupati	one	
16010 - Laundry, Dry-Cleaning, Fressing And Related Occupant	8.49	
16010 - Assembler 16030 - Counter Attendant	8.49	
16040 - Dry Cleaner	9.00	
16070 - Finisher, Flatwork, Machine	8.49	0.40
16090 - Presser, Hand		8.49
16110 - Presser, Machine, Drycleaning		8.49

16130 - Presser, Machine, Shirts	8.49	
16160 - Presser, Machine, Wearing Apparel, Laundry		8.49
16190 - Sewing Machine Operator	11.55	
16220 - Tailor	12.42	
16250 - Washer, Machine	9.32	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	16.65	
19040 - Tool and Die Maker	19.20	
21000 - Materials Handling And Packing Occupations	ţ.	
21020 - Forklift Operator		12.84
21030 - Material Coordinator	18.50	
21040 - Material Expediter		18.50
21050 - Material Handling Laborer	12.26	
21071 - Order Filler	10.55	
21080 - Production Line Worker (Food Processing)	12.84	
21110 - Shipping Packer		12.49
21130 - Shipping/Receiving Clerk	12.49	
21140 - Store Worker I		9.57
21150 - Stock Clerk	13.57	
21210 - Tools and Parts Attendant	13.58	
21410 - Warehouse Specialist	12.84	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aerospace Structural Welder	26.66	
23021 - Aircraft Mechanic I	25.39	
23022 - Aircraft Mechanic II	26.66	
23023 - Aircraft Mechanic III	27.99	
23040 - Aircraft Mechanic Helper	19.88	
23050 - Aircraft, Painter	20.15	
23060 - Aircraft Servicer		22.11
23080 - Aircraft Worker		23.30
23110 - Appliance Mechanic	16.65	
23120 - Bicycle Repairer		13.91
23125 - Cable Splicer	22.30	
23130 - Carpenter, Maintenance	18.58	
23140 - Carpet Layer	15.92	
23160 - Electrician, Maintenance	26.51	
23181 - Electronics Technician Maintenance I	_5,5,5	17.50
23182 - Electronics Technician Maintenance II		21.33
23183 - Electronics Technician Maintenance III	24.17	
23260 - Fabric Worker		15.00
23290 - Fire Alarm System Mechanic		17.43
23310 - Fire Extinguisher Repairer	14.40	
23311 - Fuel Distribution System Mechanic	22.20	19.17
23312 - Fuel Distribution System Operator	•	16.33
23370 - General Maintenance Worker		15.46
23380 - Ground Support Equipment Mechanic	25.39	
23381 - Ground Support Equipment Servicer	22.11	
TOTAL OND PARTITION DOLVICON		

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23382 - Ground Support Equipment Worker	23.30	
23391 - Gunsmith I	13.67	
23392 - Gunsmith II	15. <i>7</i> 9	
23393 - Gunsmith III	17.67	
23410 - Heating, Ventilation and Air-Conditioning Mechanic		20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic		
(Research Facility)	20.93	
23430 - Heavy Equipment Mechanic		17.43
23440 - Heavy Equipment Operator		17.43
23460 - Instrument Mechanic	17.67	
23465 - Laboratory/Shelter Mechanic		16.81
23470 - Laborer	10.62	
23510 - Locksmith	16.65	
23530 - Machinery Maintenance Mechanic	20.08	
23550 - Machinist, Maintenance	20.16	
23580 - Maintenance Trades Helper	13.58	
23591 - Metrology Technician I	17.67	
23592 - Metrology Technician II	18.44	
23593 - Metrology Technician III	19.22	
23640 - Millwright	20.25	
23710 - Office Appliance Repairer	16.65	
23760 - Painter, Maintenance	16.65	
23790 - Pipefitter, Maintenance	19.33	
23810 - Plumber, Maintenance	18.87	
23820 - Pneudraulic Systems Mechanic	20.0.	17.67
23850 - Rigger	17.67	27.107
23870 - Scale Mechanic	17.07	15.92
23890 - Sheet-Metal Worker, Maintenance		17.43
23910 - Small Engine Mechanic	15.92	27.120
23931 - Telecommunications Mechanic I	10.72	21.33
23932 - Telecommunications Mechanic II		22.28
23950 - Telephone Lineman	21.09	22.20
23960 - Welder, Combination, Maintenance	£1.07	17.43
23965 - Well Driller	17.67	17.10
23970 - Woodcraft Worker	17.67	
23980 - Woodworker	17.07	11.30
25700 - WOOdWorker		11.00
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.68	
24580 - Child Care Center Clerk	12.06	
24610 - Chore Aide	6.36	
24620 - Family Readiness and Support Services Coordinator		11.05
24630 - Homemaker		15.41
21000 Hollestand		10.11
25000 - Plant and System Operations Occupations		
25010 - Boiler Tender	21.14	
25040 - Sewage Plant Operator	17.00	
25070 - Stationary Engineer	21.14	
25190 - Ventilation Equipment Tender		14.33
25210 - Water Treatment Plant Operator		16.65
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27000 - Protective Service Occupations		4.4.00
27004 - Alarm Monitor	4044	14.82
27007 - Baggage Inspector	10.14	10.04
27008 - Corrections Officer	40.04	18.04
27010 - Court Security Officer	18.04	
27030 - Detection Dog Handler	17.90	40.04
27040 - Detention Officer	4=00	18.04
27070 - Firefighter	17.90	
27101 - Guard I	10.14	
27102 - Guard II	17.90	
27131 - Police Officer I	23.33	
27132 - Police Officer II	25.99	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.69
28042 - Carnival Equipment Repairer		11.24
28043 - Carnival Equipment Worker		8.25
28210 - Gate Attendant/Gate Tender		13.64
28310 - Lifeguard	12.15	
28350 - Park Attendant (Aide)	15.26	
28510 - Recreation Aide/Health Facility Attendant	11.13	
28515 - Recreation Specialist	16.21	
28630 - Sports Official	12.15	
28690 - Swimming Pool Operator	14.41	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker and Bracer	16.16	
29020 - Hatch Tender		16.16
29030 - Line Handler	16.16	
29041 - Stevedore I	15.12	
29042 - Stevedore II	17.29	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62	
30021 - Archeological Technician I	19.34	
30022 - Archeological Technician II	23.15	
30023 - Archeological Technician III	28.63	
30030 - Cartographic Technician	28.67	
30040 - Civil Engineering Technician	27.30	
30061 - Drafter/CAD Operator I	19.18	
30062 - Drafter/CAD Operator II	23.15	
30063 - Drafter/CAD Operator III	25.80	
30064 - Drafter/CAD Operator IV	29.47	
30081 - Engineering Technician I	16.59	
30082 - Engineering Technician II	20.41	
30083 - Engineering Technician III	22.83	
30084 - Engineering Technician IV	28.28	
30085 - Engineering Technician V	36.15	
30086 - Engineering Technician VI	41.85	

30090 - Environmental Technician	27.24	
30210 - Laboratory Technician	21.72	
30240 - Mathematical Technician	28.67	
30361 - Paralegal/Legal Assistant I	17.80	
30362 - Paralegal/Legal Assistant II	21.38	
30363 - Paralegal/Legal Assistant III	26.62	
30364 - Paralegal/Legal Assistant IV	29.59	
30390 - Photo-Optics Technician	28.67	
30461 - Technical Writer I		18.90
30462 - Technical Writer II		23.12
30463 - Technical Writer III		26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12	
30492 - Unexploded Ordnance (UXO) Technician II		27.97
30493 - Unexploded Ordnance (UXO) Technician III		34.42
30494 - Unexploded (UXO) Safety Escort		23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12	
30620 - Weather Observer, Combined Upper Air or Surface	Programs	
(3)	19.79	
30621 - Weather Observer, Senior (3)	23.99	
31000 - Transportation/Mobile Equipment Operation Occur		
31020 - Bus Aide	10.16	
31030 - Bus Driver	15.48	
31043 - Driver Courier		11.91
31260 - Parking and Lot Attendant	8.34	4.00
31290 - Shuttle Bus Driver	4	12.98
31310 - Taxi Driver	9.54	48.00
31361 - Truckdriver, Light	4-04	12.98
31362 - Truckdriver, Medium	15.34	
31363 - Truckdriver, Heavy	16.39	
31364 - Truckdriver, Tractor-Trailer	16.39	
99000 - Miscellaneous Occupations		
99030 - Cashier	9.10	
99050 - Desk Clerk	10.65	
99095 - Embalmer	21.55	
99251 - Laboratory Animal Caretaker I		9.03
99252 - Laboratory Animal Caretaker II		10.11
99310 - Mortician	24.04	
99410 - Pest Controller	13.78	
99510 - Photofinishing Worker	10.43	
99710 - Recycling Laborer	11.24	
99711 - Recycling Specialist	13.71	
99730 - Refuse Collector		10.03
99810 - Sales Clerk	11.41	
99820 - School Crossing Guard	8.29	
99830 - Survey Party Chief	20.96	
99831 - Surveying Aide		14.35
99832 - Surveying Technician	18.13	
99840 - Vending Machine Attendant	*	10.91
99841 - Vending Machine Repairer	13.10	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to

immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

OMB Approval No. 2700-0042 PAGE OF PAGES AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE MODIFICATION OF CONTRACT 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE See Block 16C 86 4200211379 BH3/JGJ 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH3/Lakshmi S. Logan See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE 9B. DATED (SEE ITEM 11) (x) 9A. AMENDMENT OF SOLICITATION NO. 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$4,763,000.00 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause X **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) x is required to sign this document and return copies to the issuing office. E. IMPORTANT: Contractor is not, 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$4,763,000 from \$97,222,304.07 to \$101,985,304.07. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED 15C. DATE SIGNED 15B. CONTRACTOR/OFFEROR BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Funding Recapitulation

	Thru Mod 84	Mod 86	TOTAL
Cost	\$89,995,595.06	\$4,349,771.65	\$94,345,366.71
	\$7,226,709.01	\$413,228.35	\$7,639,937.36
Total	\$97,222,304.07	\$4,763,000.00	\$101,985,304.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$94,345,366.71. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: September 30, 2007.
- (b.) An additional amount of \$7,639,937.36 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. See Block 16C 87 4200217128, 4200217355 BH3/JGJ 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center See Block 6 Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 FACILITY CODE CODE 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) (x) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) NET INCREASE: \$305,626.67 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) |x|E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$305,626.67 from \$101,985,304.07 to \$102,290,930.74. The replacement pages are attached. Changes have been bolded and bar marked. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

Funding Recapitulation

	Thru Mod 86	Mod 87	TOTAL
Cost	\$94,345,366.71	\$279,111.11	\$94,624,477.82
	\$7,639,937.36	\$26,515.56	\$7,666,452.92
Total	\$101,985,304.07	\$305,626.67	\$102,290,930.74

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$94,624,477.82. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 5, 2007.
- (b.) An additional amount of \$7,666,452.92 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

			OMB AF	PROVAL #: 2700-0042	
MOD	AMENDMENT OF CONTRACT AMEND	OF SOLICITATION/ DMENT OF SOLICITATION/N	1. CONTRACT ID CODE	PAGE OF PAGES 1 6	
2. AN	MENDMENT/MODIFICATION NO. 88	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	ECT NO. (If applicable)	
6. ISS	SUED BY CODE	BH3/JGJ	7. ADMINISTERED BY (If other than Item 6) CODE		
Attn: 2101 l Houst	/Johnson Space Center BH/Lakshmi S. Logan NASA Parkway on, TX. 77058-3696		See Block 6		
8. NA	ME AND ADDRESS OF CONTRAC	TOR (No., street, county, Sta	ate, and Zip Code)		
Attn: Bay T 555 F	eon Technical Services Company Lee Anne Ward, Sr. Contracts Nego errace II orge River Road Suite 120 ter, TX 77598-4357	tiator			
CODE			FACILITY CODE		
(x)	9A. AMENDMENT OF SOLICITA	TION NO.	9B. DATED (SEE ITEM 11)		
×	10A. MODIFICATION OF CONTE NAS 9-02102	ACT/ORDER NO.	10B. DATED (SEE ITEM 13) 2/2/03		
Offers metho (a) By submi	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO				
YOUF provid	CTION OF R OFFER. If by virtue of this amendled each telegram	nent you desire to change ar	F OFFERS PRIOR TO THE HOUR AND DATE SPECIF		
12. A	CCOUNTING AND APPROPRIATION		s received prior to the opening hour and date specified.		
<u>N/A</u>	13 TH	S ITEM APPLIES ONLY TO	MODIFICATIONS OF CONTRACTS/ORDERS,		
			DER NO. AS DESCRIBED IN ITEM 14.(x) (x)		
(x)	A. THIS CHANGE ORDER IS ISS	, -	cify authority) THE CHANGES SET FORTH IN ITEM 14	ARE MADE IN THE	
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,				
	appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement					
d. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not, X is required to sign this document and 3 copies to the issuing office					
	Pescription of amendment/modification	on (Organized by UCF section	n headings, including solicitation/contract subject matter	where feasible.)	
15A.	NAME AND TITLE OF SIGNER (Ty	pe or print)	16A. NAME AND TITLE OF CONTRACTING OFF Cynthia W. Maclean	ICER (Type or print)	
15B.	CONTRACTOR/OFFEROR15B.	15C. DATE SIGNE	D 16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
	Signature of person authorized to sig		(Signature of Contracting Officer)	D FORM 30 (Pay 10-83)	
VICIVI.	75/10_01_159_2070	20_105	STANITAD	TENTON KILLMON (II) MXXI	

The purpose of this Modification is to reflect the negotiation of proposal NSOC Extension Proposal Costs, submitted in response to the NSOC Extension Request for Proposal. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated August 14, 2007, as well as any other proposal updates. The Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such factors and/or circumstances giving rise to this proposal as well as all contract changes made in this modification.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

B.3 Reconciliation	Prior to Mod 88	Mod 88 Basic	Mod 88
Estimated Cost	\$94,136,158	\$77,872	\$94,214,030
Maximum Available			
Award Fee	\$8,699,758	\$7,398	\$8,707,156
Cost Plus Award Fee	\$102,835,916	\$85,270	\$102,921,186

Award Fee Reconciliation

Evaluation Period	Prior to Mod 88	Mod 88	Revised Total
Basic			·
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Available)	\$860,458		
10/01/06 – 03/31/07 (Available)	\$961,982		
Option 3	· ·		
04/01/07 - 09/30/07 (Available)	\$1,008,785	\$7,398	\$1,016,183
10/01/07 - 03/31/08 (Available)	\$1,008,784		,

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

- (a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.
- (b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.
- (c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End-of-Clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is \$94,214,030. The maximum available award fee, excluding base fee, if any, is \$8,707,156. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$102,921,186.

(End-of-Clause)

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

The estimated cost of this contract is \$94,214,030. The maximum available award fee, excluding base fee, if any, is \$8,707,156. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$102,921,186.

- (b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:
 - "(a) Total estimated cost of the IDIQ section of the contract is NTE \$ 10,000,000. See task order procedures."
- (c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.
- (d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	<u>AVAILABL</u> <u>E AWARD</u> <u>FEE</u>	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	
EVALUATION PERIOD (OPTION 3)		
04/01/07 - 09/30/07	\$ 1,016,183	
10/01/07 - 03/31/08	\$ 1,008,784	

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 4. REQUISITION/PURCHASE REQ. NO. 5, PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE See Block 16C 89 4200219658 BH3/JGJ CODE 7. ADMINISTERED BY (If other than Item 6) CODE 6. ISSUED BY NASA/Johnson Space Center See Block 6 Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 FACILITY CODE CODE 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) (x) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. Х 2/3/03 NAS 9-02102 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200219658 NET INCREASE: \$44,100 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause Χ **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) x is required to sign this document and return copies to the issuing office. E. IMPORTANT: Contractor is not, 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED 15B. CONTRACTOR/OFFEROR BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$44,100.00, from \$102,290,930.74 to \$102,335,030.74. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 88	Mod 89	TOTAL
Cost	\$94,624,477.82	\$40,273.97	\$94,664,751.79
	\$7,666,452.92	\$3,826.03	\$7,670,278.95
Total	\$102,290,930.74	\$44,100.00	\$102,335,030.74

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$94,664,751.79. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 5, 2007.
- (b.) An additional amount of \$7,670,278.95 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

OMB APPROVAL #: 2700-0042 AMENDMENT OF SOLICITATION/ PAGE OF PAGES 1. CONTRACT ID CODE MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 3. EFFECTIVE DATE 2. AMENDMENT/MODIFICATION NO. See Block 16C N/A BH3/JGJ 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/Lakshmi S. Logan See Block 6 2101 NASA Parkway Houston, TX. 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9B. DATED (SEE ITEM 11) 9A. AMENDMENT OF SOLICITATION NO 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) NAS 9-02102 2/2/03 Х 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for is not extended. extended. receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor (a) By completing Items 8 and 15, and submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103(b) х C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties; FAR 52.243-2, Changes - Cost Reimbursement (Aug 87), Alt. II (Apr 84) d. OTHER (Specify type of modification and authority) 3 E. IMPORTANT: Contractor is not. is required to sign this document and copies to the issuing office 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to update Clause I.3 - Security Requirements for Unclassified Information Technology Resources (NFS 1852.204-76) (MAY 2007). This modification is agreed to be a complete and equitable adjustment for the additional requirements contained in this modification. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments. See Page 2. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR15B. 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Section I.3 is deleted in its entirety and hereby replaced with the following:

I.3 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2007)

- (a) The Contractor shall be responsible for information and information technology (IT) security when –
- (1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or
- (2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.
 - (b) IT Security Requirements.
- (1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.
- (i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.
- (ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.
- (iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.
- (2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that

incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

- (4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.
- (5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.
- (6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.
- (7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.
- (8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --
- (i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);
- (ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

- (iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.
- (c) Physical and Logical Access Requirements.
- (1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.
- (2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).
- (i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
- (ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.
- (iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.
- (3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.
- (4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.
- (5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --
 - (i) Current or recent national security clearances (within last three years);

- (ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or
 - (iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.
- (d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.
- (e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- (f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.
 - (g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts
- (1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
- (2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

OMB Approval No. 2700-0042 PAGE OF PAGES AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE MODIFICATION OF CONTRACT 4. REQUISITION/PURCHASE REQ. NO. 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) See Block 16C 91 4200220660 BH3/JGJ 7. ADMINISTERED BY (If other than Item 6) 6. ISSUED BY CODE CODE NASA/Johnson Space Center See Block 6 Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200219658 NET INCREASE: \$44,100 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A, THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Χ appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) |x| E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C, DATE SIGNED RY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$3,300.00, from \$102,335,030.74 to \$102,338,330.74. The replacement pages are attached. Changes have been bolded and bar marked.

	Thru Mod 89	Mod 91	TOTAL
Cost	\$94,664,751.79	\$3,013.70	\$94,667,765.49
	\$7,670,278.95	\$286.30	\$7,670,565.25
Total	\$102,335,030.74	\$3,300.00	\$102,338,330.74

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$94,667,765.49. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 31, 2007.
- (b.) An additional amount of \$7,670,565.25 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

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2. AN	IENDMENT/MODIFICATION NO. 92	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/F	PURCHASE REQ. NO. 5. PR N/A	OJECT NO. (If applicable)
6. ISS	SUED BY CODE	BH3/JGJ	7. ADMINISTERED	O BY (If other than Item 6) CO	DE
Attn: 2101 I	/Johnson Space Center BH/Lakshmi S. Logan NASA Parkway on, TX. 77058-3696		See Block 6		
8. NA	ME AND ADDRESS OF CONTRAC	TOR (No., street, county, S	ate, and Zip Code)		
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×	10A. MODIFICATION OF CONTE NAS 9-02102	RACT/ORDER NO.	10B. DATED ((SEE ITEM 13) 2/2/03	
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	appropriation date, etc.) SET FOR				
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	d. OTHER (Specify type of modifi	cation and authority)	· · · · · · · · · · · · · · · · · · ·		
E. IM	PORTANT: Contractor is n	ot, X is required to,	sign this document ar	nd 3 copies	to the issuing office
	escription of amendment/modification urpose of this Modification is to ge 2.	· -	=	g solicitation/contract subject matt	er where feasible.)
15A.	NAME AND TITLE OF SIGNER (Ty	pe or print)	16A. NAME A Cynthia W. Ma	ND TITLE OF CONTRACTING O	FFICER (Type or print)
15B.	CONTRACTOR/OFFEROR15B.	15C. DATE SIGNE		STATES OF AMERICA	16C. DATE SIGNED
· (S	ignature of person authorized to sign	7)	(Signatu	ure of Contracting Officer)	

Section H.6 Key Personnel and Facilities is deleted in its entirety and replaced with the following:

H.7 KEY PERSONNEL AND FACILITIES. (1852.235-71)(MARCH 1989)

- (a.) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b.) The Contractor shall make no diversion without the Contracting Officer's written consent; <u>provided</u> that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c.) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Key Personnel:

V.

(End of clause)

OMB Approval No. 2700-0042 1. CONTRACT ID CODE AMENDMENT OF SOLICITATION/ PAGE OF PAGES MODIFICATION OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 4. REQUISITION/PURCHASE REQ. NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) See Block 16C 93 4200224239 BH3/JGJ 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH3/Lakshmi S. Logan See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Χ NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200219658 NET INCREASE: \$44,100 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x)CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY (Signature of Contracting Officer) (Signature of person authorized to sign)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$2,200,000.00, from \$102,338,330.74 to \$104,538,330.74. The replacement pages are attached. Changes have been bolded and bar marked.

	Thru Mod 92	Mod 93	TOTAL
Cost	\$94,667,765.49	\$2,009,132.42	\$96,676,897.91
	\$7,670,565.25	\$190,867.58	\$7,861,432.83
Total	\$102,338,330.74	\$2,200,000.00	\$104,538,330.74

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$96,676,897.91. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: November 30, 2007.
- (b.) An additional amount of \$7,861,432.83 is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 2. AMENDMENT/MODIFICATION NO. 5. PROJECT NO. (If applicable) 94 See Block 16C N/A BH6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH/L. Sheela Logan See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Contracts Manager **Bay Terrace II** 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE FACILITY CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) NAS 9-02102 2/3/03 χ 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. N/A 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) FAR 52.222-41, Service Contract Act (July 2005) E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the current Standard Form (SF) 98A for the Department of Labor (DOL) Wage Determination into the contract. The effective date of the DOL Wage Determination is April 1, 2007. Modification 85 incorporated NASA Notice No. 53165 and Wage Determination 2005-2516 (R3), dated December 6, 2006 into the contract, however, the SF 98A was inadvertently not updated. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C, DATE SIGNED 15B. CONTRACTOR/OFFEROR BY (Signature of Contracting Officer) (Signature of person authorized to sign)

STANDARD FORM 98a	NOTICE OF INTENTION	TO MAKE	11. Notice No.
February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)		NASA 53165
12. CLASSES OF SERVICE EMPLOYEES TO Harris County, TX; 2005-2516 Directory"	BE EMPLOYED ON CONTRACT 6, Occupations included in "DOL	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Computer Systems Analyst, I		2	GS-9 \$23.56
Computer Programmer, I		1	GS-5 \$15.55
Computer Programmer, II		1	GS-7 \$19.26
Drafter, II		3	GS-4 \$13.90
Drafter, III		1	GS-5 \$15.55
Drafter, IV		4	GS-7 \$19.26
Engineering Technician, I		5	GS-3 \$12.38
Engineering Technician, II		5	GS-4 \$13.90
Engineering Technician, III		15	GS-5 \$15.55
Engineering Technician, IV		8	GS-7 \$19.26
Secretary, I		2	GS-4 \$13.90
Secretary, II		3	GS-5 \$15.55
Secretary, III		4	GS-6 \$17.33
General Clerk, II		2	GS-3 \$12.38
General Clerk, III		2	GS-4 \$13.90
Production Control Clerk		5	GS-6 \$17.33
Machinists, Maintenance		6	WG-10 \$22.79
Sewing Machine Operator		1	WG-6 \$17.63
Welder, Combination, Mainte	nance	3	WG-10 \$22.79
Forklift Operator		2	WG-5 \$16.18
Laborer		1	WG-2 \$11.84
Messenger (Courier)		1	GS-5 \$15.55
Shipping/Receiving Clerk		3	WG-4 \$14.73
Scheduler Maintenance		1	GS-4 \$13.90
Conformed Positions:			
NBL Dive Operations Special	ist, I (\$17.14)	15	GS-3 \$12.38
NBL Dive Operations Special		14	GS-4 \$13.90
NBL Dive Operations Special		31	GS-5 \$15.55
NBL Dive Operations Special		8	GS-7 \$19.26

OMB Approval No. 2700-0042 PAGE OF PAGES AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE **MODIFICATION OF CONTRACT** 4. REQUISITION/PURCHASE REQ. NO. 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) See Block 16C 95 4200217128 BH3/JGJ 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH3/Lakshmi S. Logan See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted: or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. NET INCREASE: (\$9,947.52) 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200217128 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, χ appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) x E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and decrease contract funding by \$9,947.52, from \$104,538,330.74 to \$104,528,383.22. The replacement pages are attached. Changes have been bolded and bar marked.

	701 77 104	M. 107	TOTAL
	Thru Mod 94	Mod 95	TOTAL
Cost	\$96,676,897.91	(\$9,084.49)	\$96,667,813.42
	\$7,861,432.83	(\$863.03)	\$7,860,569.80
Total	\$104,538,330.74	(\$9,947.52)	\$104,528,383.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$96,667,813.42. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **November 30, 2007**.
- (b.) An additional amount of \$7,860,569.80 is obligated under this contract for payment of fee.

(End-of-Clause)

OMB Approval No. 2700-0042 **AMENDMENT OF SOLICITATION/** 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 4. REQUISITION/PURCHASE REQ. NO. 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 5. PROJECT NO. (If applicable) See Block 16C 96 4200227401 BH3/JGJ 7. ADMINISTERED BY (If other than Item 6) 6. ISSUED BY CODE CODE NASA/Johnson Space Center See Block 6 Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** 9B. DATED (SEE ITEM 11) (x) 9A. AMENDMENT OF SOLICITATION NO. 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) 2/3/03 Χ NAS 9-02102 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200227401 NET INCREASE: \$1,724,700 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET PORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, X appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) copies to the issuing office. E. IMPORTANT: Contractor x is not, is required to sign this document and return 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,724,700.00, from \$104,528,383.22 to \$106,253,083.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Thru Mod 95	Mod 96	TOTAL
Cost	\$96,667,813.42	\$1,575,068.49	\$98,242,881.91
	\$7,860,569.80	\$149,631.51	\$8,010,201.31
Total	\$104,528,383.22	\$1,724,700.00	\$106,253,083.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$98,242,881.91. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **December 31, 2007**.
- (b.) An additional amount of \$8,010,201.31 is obligated under this contract for payment of fee.

(End of Clause)

OMB Approval No. 2700-0042 PAGE OF PAGES AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE **MODIFICATION OF CONTRACT** NAS 9-02102 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) Modification 97 See Block 16C N/A BH3/JGJ 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Lakshmi S. Logan/BH 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357 CODE FACILITY CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A, MODIFICATION OF CONTRACT/ORDER NO. 10B, DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS is not extended. The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer (a) By completing Items 8 and 15, and submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan X is not, E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) AWARD FEE PAYMENT (See pages 2-3) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53,243

I. The purpose of Modification 97 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2007 through September 30, 2007. Of the available Award Fee pool of \$1,016,183.00, the contractor is hereby entitled to \$934,888.36. The contractor has provisionally invoiced the Government for \$605,274.00 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$329,614.36.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 9	\$1,016,183.00	\$81,294.64	\$934,888.36	\$605,274.00	\$329,614.36

II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	\$875,403.62
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	

OMB Approval No. 2700-0042 **AMENDMENT OF SOLICITATION/** 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** 3. EFFECTIVE DATE 2. AMENDMENT/MODIFICATION NO. 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 98 4200230811 BH3/JGJ 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center See Block 6 Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 **FACILITY CODE** CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10B. DATED (SEE ITEM 13) 10A. MODIFICATION OF CONTRACT/ORDER NO. Х NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS is not extended. The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200230811 NET INCREASE: \$1,560,000 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103(b). FAR 52,232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Julie K. Karr, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,560,000.00, from \$106,253,083.22 to \$107,813,083.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Thru Mod 97	Mod 98	TOTAL
Cost	\$98,242,881.91	\$1,424,657.53	\$99,667,539.44
	\$8,010,201.31	\$135,342.47	\$8,145,543.78
Total	\$106,253,083.22	\$1,560,000.00	\$107,813,083.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$99,667,539.44. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: January 25, 2008.
- (b.) An additional amount of **\$8,145,543.78** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	P	AGE OF I	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PRO.	1 JECT NO. (3 f applicable)
99	See Block 16C	4200234309				
6. ISSUED BY CODE	JSC	7. AD	MINISTERED BY (If other than Item 6)	CODE	JSC	
NASA/Johnson Space Center Attn: Patti Avery-Bangert 2101 NASA Parkway Houston TX 77058-3696		Att 210	A/Johnson Space Cente n: Patti Avery-Banger 1 NASA Parkway ston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x) 9A	AMENDMENT OF SOLICITATION NO.			
RAYTHEON TECHNICAL SERVICES (Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 12			DATED (SEE ITEM 11)	20.40		
HOUSTON TX 77598-4357		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	A. MODIFICATION OF CONTRACT/ORDE AS 9 – 0 2 1 0 2	R NO.		
			B. DATED (SEE ITEM 11)			
CODE	FACILITY CODE	1	2/03/2003			
	11. THIS ITEM ONLY APPLIES TO	O AMENDA	MENTS OF SOLICITATIONS		,,	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED IN ORDER NO. IN ITEM 10A.	ODIFICATION OF CONTRACTS/ORD PURSUANT TO: (Specify authority) T ST/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AIT T IS ENTERED INTO PURSUANT TO	ERS. IT M HE CHANG	CODIFIES THE CONTRACT/ORDER NO. AS DES SET FORTH IN ITEM 14 ARE MADE MINISTRATIVE CHANGES (such as chan OF FAR 43.103(b).	IN THE CON	IN ITEM 14	.
, , , , , ,	**	ause E	3.4, Contract Funding			j
E. IMPORTANT: Contractor [X] is not.	i] is required to sign this document			suina office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION See page 2.		<u>.</u>				
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or		retofore changed, remains unchanged and NAME AND TITLE OF CONTRACTING C			<u> </u>
		Cyr	nthia Maclean			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B.	pnited states of America white W	acle	16C.	DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)			<u> </u>

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA

FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$940,000.00, from \$107,813,083.22 to \$108,753,083.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Thru Mod 98	Current Obligation Mod 99	TOTAL
Cost	\$99,667,539.44	\$866,359.45	\$100,533,898.89
Fee	\$8,145,543.78	\$73,640.55	\$8,219,184.33
Total	\$107,813,083.22	\$940,000.00	\$108,753,083.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$100,533,898.89. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: February 15, 2008.
- (b.) An additional amount of \$8,219,184.33 is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES		
				1 3		
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	- 1	QUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
.00	See Block 16C -)237391			
NASA/Johnson Space Center Attn: Patti Avery-Bangert 2101 NASA Parkway Houston TX 77058~3696		NAS Att 210	7. ADMINISTERED BY (If other than Item 6) CODE JSC NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH 2101 NASA Parkway Houston TX 77058-3696			
3. NAME AND ADDRESS OF CONTRACTOR (No., stre	eet, county, State and ZIP Code)	() 9A	A. AMENDMENT OF SOLICITATION NO.			
RAYTHEON TECHNICAL SERVICES Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 12			B. DATED (SEE ITEM 11)			
OUSTON TX 77598-4357		x 10	A. MODIFICATION OF CONTRACT/ORD AS 9 – 0.21.02	ER NO.		
		10	B. DATED (SEE ITEM 11)			
CODE	FACILITY CODE		02/03/2003			
where the same statement and the same stateme	11, THIS ITEM ONLY APPLIES	TO AMEND	MENTS OF SOLICITATIONS	***************************************		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	D PURSUANT TO: (Specify authority)	THE CHAN	ODIFIES THE CONTRACT/ORDER NO. A GES SET FORTH IN ITEM 14 ARE MADE OMINISTRATIVE CHANGES (such as chair of FAR 43.103(b).	IN THE CONTRACT		
C. THIS SUPPLEMENTAL AGREEME						
D. OTHER (Specify type of modification	• •	·3	A Contract Funding			
			3.4, Contract Funding O cooles to the is	and a cons		
E. IMPORTANT: Contractor XIIs not. 14. DESCRIPTION OF AMENUMENT/MODIFICATION	Is required to sign this docume		dopines to the			
See page 2.		go, wonding		••••		
				7		
Except as provided herein, all terms and conditions of	The decument references in item 94	or 10A se ha	rotofore changed romains unchanned one	i in full force and effect.		
Except as provided norm, all forms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print)	are accoming relevanced in term av	16A.	NAME AND TITLE OF CONTRACTING			
			nthia Maclean			
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED (Signature of person authorized to sign)			UNITED STATES OF AMERICA (Signature of Contracting Officer)	alla 12/20		

NSN 7540-01-152-8070 Previous adition unusable

STANDARD FORM 30 (REV. 19-83) Proscribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$4,168,102.78, from \$108,753,083.22 to \$112,921,186.00. The replacement pages are attached. Changes have been bolded and bar marked.

	Thru Mod 99	Current Obligation Mod 100	TOTAL	
Cost	\$100,533,898.89	\$3,841,569.38	\$104,375,468.27	
Fee	\$8,219,184.33	\$326,533.40	\$8,545,717.73	
Total	\$108,753,083.22	\$4,168,102.78	\$112,921,186.00	

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$104,375,468.27. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: March 31, 2008.
- (b.) An additional amount of \$8,545,717.73 is obligated under this contract for payment of fee.

(End of Clause)

			0	MB Approval No. 2700-0042	
AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS9-02102	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. Modification 101 3. EFFECTIVE DATE 3 11 08			4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
6. ISSUED BY	CODE		7. ADMINISTERED BY (if other than item 6)	APPROVED	
NASA Lyndon B. Johnson Attn: Pattl Avery-Bangert 2101 NASA Parkway Houston, Texas 77058				JSC PROCUREMENT	
8. NAME AND ADDRESS	OF CONTRACTOR (No	Street, County, Siete, and ZIP Cod	(a)	OFFICER	
Raytheon Technical Servic Attn: Lee Anne Ward, Sr. Bay Terrace II 555 Forge River Road Suit Webster, TX 77598-4357	es Company Contracts Negotiator			3(3/08 DATE	
CODE			FACILITY CODE		
(X)	9A. AMENDMENT OF S	SOLICITATION NO.	9B, DATED (SEE ITEM 11)		
			1		
······································	10A. MODIFICATION O	F CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 13)		
X	NAS9-02102		2/2/03		
		11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLICITATIONS		
Offers must acknowledge receit (a) By completing Items 8 and submitted; or (c) By separate to BE RECIEVED AT THE PLA	ipt of this amendment prior to 15, and returning Complese ster or telegram which included CE DESIGNATED FOR TH	of the amendment; (b) By acknowledgies a reference to the solicitation and a E RECEIPT OF OFFERS PRIOR TO	icitation or as antended, by one of the following methods: ging receipt of this amondment on each copy of the offer mendment numbers. FAILURE OF YOUR ACKNOWLED! THE HOUR AND DATE SPECIFIED MAY RESULT IN I	REJECTION OF	
YOUR OFFER. If by virtue of	this amendment you desire to	change an offer already submitted, so	ich change may be made by telegram or letter, provided each	1 telegram	
or letter makes reference to the 12. ACCOUNTING and APP		sent, and is received prior to the opening	ng hour and date specified.	WWW.	
12. ACCOUNTING BIG API	THOPKIATION DATA (III	equirea)			
	13	. THIS ITEM APPLIES ONLY TO N	ADDIFICATION OF CONTRACTS/ORDERS.	**************************************	
	7		IDER NO. AS DESCRIBED IN ITEM 14.(X)		
	A. THIS CHANGE ORDI CONTRACT ORDER NO	ER IS ISSUED PURSUANT TO: (S). IN ITEM 10A.	pecify authority) THE CHANGES SET FORTH IN ITEM	1 14 ARE MADE IN THE	
	B. THE ABOVE NUMBE appropriation date, etc.)	RED CONTRACT/ORDER IS MOE SET FORTH IN ITEM 14, PURSU/	DIFIED TO REFLECT THE ADMINISTRATIVE CHANG ANT TO THE AUTHORITY OF FAR 43,103(b).	ES (such as changes in paying office,	
***************************************	C. THIS SUPPLEMENTA	AL AGREEMENT IS ENTERED IN	TO PURSUANT TO THE AUTHORITY OF:		
	D OTHER (Prosit/Amo	of modification and authority)			
Х	Mutual Agreemen	•			
^	Maran Valecinen	t Dom Fanics			
E. IMPORTANT: Contractor	is not X is required to sk	on this document and return3	copies to the issuing office.		
14. Description of amendme	nt/modification (Organized	by UCF section headings, including	ng solicitation/contract subject matter where feasible.)	-	
The purpose of this me	odification is to:				
 Increase B.2 Estin 	mated Cost & Awar	d Fee is as follows: estima	ted cost from \$94,214,030 by \$52,041,863	3 to \$146,255,893, the	
maximum award	fee from \$8,707,15	6 by \$4,943,977 to \$13,651	1,133 and the total estimated cost and fee f	rom \$102,921,186 by	
\$56,985,840 to \$					
			\$15,000.000 to \$25,000,000.		
Extend the period	of performance from	m 3/31/08 to 9/30/10.			
4. Add Option F.6-	4 with a one year pe	riod of performance.			
I HE CONTRACT IS replace Except as provided herein, all tem	ed in its entirety with	the attached, changes are	vertically bar-marked. A contract value re retricted to the research of the re	capitulation is also attached.	
IGA. NAME AND TITLE OF	SIGNER (Type or print)	TOTAL	16A. NAME AND TITLE OF CONTRACTING OFFICE	ER (Type or print)	
John Evans, Direc			Cynthia W. Maclean	· · ·	
			168. ANTED STATES OF AMERICA / / 16C. DATE SIGNED		
CIYW XI	Alm.	2/27/08	By Conthin (1) Madean of ale		
(Signature of person authorized to sign)			(Sleanting of Control of Control	2/27/08	
ISN 7540-01-152-888070	and the state of t	30-105	(Signature of Contracting Officer)	STANDARD FORM 20 (Pour 40 89)	
~ · · · · · · · · · · · · · · · · · · ·					

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)

(a) The estimated cost of this contract is \$146,255,893. The maximum available award fee, excluding base fee, if any, is \$13,651,133. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$159,907,026.

Part (a) applies to the core work statement, excluding SOW Paragraph 5.10.

(b) The estimated cost and award fee for this contract are divided as follows.

Estimated Cost (completion) \$146,255,893

Maximum Available Award Fee \$13,651,133

Total Estimated Cost and Fee \$159,907,026

Issued IDIQ Task/Delivery Orders (clause B-3)* \$8,588,526

TOTAL CONTRACT VALUE

\$168,495,552

*NOTE: Amounts for estimated cost and fixed fee for cost reimbursable IDIQ task/delivery orders issued will be periodically updated unilaterally as these IDIQ task/delivery orders are issued/amended.

(End of clause)

Modification 101

Contract Value Recapitulation

Category	Value Prior to Modification	Value of Modification	New Contract Value
Cost	\$94,214,030	\$52,041,863	\$146,255,893
Fee	\$8,707,156	\$4,943,977	\$13,651,133
Issued IDIQ			
(fixed fee)	\$8,588,526	0	\$8,588,526
Total	\$111,509,712	\$56,985,840	\$168,495,552

AMENDMENT OF SOLICITATION/MODIFIC		1. CONTRACT ID CODE		PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PR	1 1 OJECT NO. (If applicable)	
102	See Block 16C				,	
6. ISSUED BY CODE	JSC DIOCK TOC	7. ADN	MNISTERED BY (If other than Item 6)	CODE	Liec	
NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696			7. ADMINISTERED BY (If other than them 6) CODE JSC NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street,	.county, State and ZIP Code)	(x) 9A.	AMENDMENT OF SOLICITATION NO.	 		
RAYTHEON TECHNICAL SERVICES (Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		U 10A	DATED (SEE ITEM 11) . MODIFICATION OF CONTRACT/ORDE .S9-02102	ER NO.		
100510N 1X 77390-4337						
CODE	T. 01 177 0007	-i I	DATED (SEE ITEM 11)			
CODE	FACILITY CODE	0:	2/03/2003			
	11. THIS ITEM ONLY APPLIES TO	AMENDM	ENTS OF SOLICITATIONS			
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PORDER NO. IN ITEM 10A.	uired) Net DDIFICATION OF CONTRACTS/ORDER URSUANT TO: (Specify authority) THE	RS. IT MO	rease: DIFIES THE CONTRACT/ORDER NO. AS ES SET FORTH IN ITEM 14 ARE MADE	IN THE CO	NTRACT	
appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN D. OTHER (Specify type of modification	T IS ENTERED INTO PURSUANT TO A		MINISTRATIVE CHANGES (such as chan OF FAR 43.103(b). TY OF:	ges III payii	ig Omce,	
X FAR 52.232-22, Limit	•	use B	.4. Contract Funding			
E. IMPORTANT: Contractor X is not.	is required to sign this document an		0 copies to the is:	suing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, in	ncluding s	olicitation/contract subject matter where fe	easible.)		
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or 10	16A. N	otofore changed, remains unchanged and IAME AND TITLE OF CONTRACTING O			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168	INITED STATES OF AMERICA MA (leer	16C. DATE SIGNED 2 2 2 0 1	

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and decrease contract funding by \$88,500.00, from \$112,921,186.00 to \$112,832,686.00. The replacement pages are attached. Changes have been bolded and bar marked.

	Thru Mod 100	Current Deobligation Mod 102	TOTAL
Cost	\$104,375,468.27	-\$81,566.82	\$104,293,901.45
Fee	\$8,545,717.73	-\$6,933.18	\$8,538,784.55
Total	\$112,921,186.00	-\$88,500.00	\$112,832,686.00

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$104,293,901.45. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: March 31, 2008.
- (b.) An additional amount of **\$8,538,784.55** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	QUISITION/PURCHASE REQ. NO.	5. PF	ROJECT NO. (If applicable)	
103 See Block 16C				0240822			
6. ISSUED BY	CODE	JSC BIOCK TOC	7. ADMINISTERED BY (If other than Item 6) CODE JSC				
NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696				NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND	ADDRESS OF CONTRACTOR (No., street	, county. State and ZIP Code)	(x) S	A. AMENDMENT OF SOLICITATION NO.			
	N TECHNICAL SERVICES (see Anne Ward race II	COMPANY	g	B. DATED (SEE ITEM 11)		<u>.</u>	
_	ge River Rd, Suite 120 TX 77598-4357)	×	0A. MODIFICATION OF CONTRACT/ORDE (AS9-02102	R NO.		
CODE		FACILITY CODE	-} I	0B. DATED (SEE ITEM 11)			
		11. THIS IYEM ONLY APPLIES TO		02/03/2003			
	A. THIS CHANGE ORDER IS ISSUED I	nuired) Net	t De	crease: Modifies the contract/order No. As	DESCRIE		
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO A	AUTHQ	RITY OF:		<u></u>	
	D. OTHER (Specify type of modification	and authority)		···			
X ·			use	B.4, Contract Funding			
E. IMPORTAN	<u> </u>	is required to sign this document ar			ulno offici		
See page	_	(Organica sy d Ol- soviori readings, v	icoong	, solicitation/contract subject matter where fe	<i>asu</i> (0.)		
	yrided herein, all terms and conditions of th ND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or 10	16/	erelofore changed, remains unchanged and NAME AND TITLE OF CONTRACTING O LILLE K. KAYY			
	ACTOR/OFFEROR	16C. DATE SIGNED	16	NUMBER STATES OF AMERICA		16C. DATE SIGNED	
	(Signature of person authorized to sign)	<u> </u>	17	(Signatura of Contracting Officer)		- 1717108	
NSN 7540-01 Previous editi					Prescrit	ARD FORM 30 (REV. 10-83) and by GSA 3 CFR) 53.243	

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$30,000.00 from \$112,832,686.00 to \$112,802.686.00. The replacement pages are attached. Changes have been bolded and bar marked.

		Prior Obligation	Current De- Obligation Mod 103	TOTAL
,	Cost	\$104,293,901.45	-\$27,649.77	\$104,266,251.68
	Fee	\$8,538,784.55	-\$2,350.23	\$8,536,434.32
•	Total	\$112,832,686.00	-\$30,000.00	\$112,802,686.00

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$104,266,251.68. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: March 31, 2008.
- (b.) An additional amount of **\$8,536,434.32** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE	E OF PAGES		
		FIGATION OF CONTRACT			1	33		
2. AMENDMEN	IT/MODIFICATION NO.	3. EFFECTIVE DATE	1	QUISITION/PURCHASE REQ. NO.	5. PROJECT N	O. (If applicable)		
104 6. ISSUED BY	·	See Block 16C		0240822				
NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696			7. ADMINISTERED BY (If other than item 6) CODE JSC NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696					
8. NAME AND	ADDRESS OF CONTRACTOR (No., s	dreet, county, State and ZiP Code)	(x) 94	(x) SA AMENDMENT OF SOLICITATION NO.				
RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace IT 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357			98. DATED (SEE ITEM 11) × 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9 - 0 2 1 0 2					
CODE		FACILITY CODE		B. DATED (SEE ITEM 11)				
		}	1 1	02/03/2003				
<u></u>	undersal satisfication to assess the same	11. THIS ITEM ONLY APPLIES TO et forth in Item 14. The hour and date spec			tended. Tis not	artendad		
12. ACCOUNT	13. THIS ITEM ONLY APPLIES TO A. THIS CHANGE ORDER IS ISSUE ORDER NO. IN ITEM 10A	D MODIFICATION OF CONTRACTS/ORDE	t Inc		THE CONTRACT	M-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
	C. THIS SUPPLEMENTAL AGREEM	ENT IS ENTERED INTO PURSUANT TO	AUTHOR	ITY OF:				
	D. OTHER (Specify type of modificat	ion and authority)				<u> </u>		
x		itation of Funds; Cla	use E	6.4. Contract Funding				
E. IMPORTANT					na office			
	ION OF AMENDMENT/MODIFICATIO			solicitation/contract subject matter where feas	ible.)			
	. 7							
Except as provi	ded herein, all terms and conditions o	f the document referenced in Item 9A or 10)A, as he	etofore changed, remains unchanged and in	full force and effect			
***************************************	D TITLE OF SIGNER (Type or print)			NAME AND TITLE OF CONTRACTING OFF				
			Ron	ald Johnson				
	CTOR/OFFEROR	15C. DATE SIGNED		ON OUT OF THE STATES OF THE ST	16	C. DATE SIGNED		
NON 7540 O4 4	Signature of person authorized to sign)			(Signature # Contracting Officer)	<u>_</u>	120100		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$5,817,297.22 from \$112,802.686.00 to \$118,619,983.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 104	TOTAL
Cost	\$104,266,251.68	\$5,361,564.26	\$109,627,815.94
Fee	\$8,536,434.32	\$455,732.96	\$8,992,167.28
Total	\$112,802,686.00	\$5,817,297.22	\$118,619,983.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$109,627,815.94. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **June 30, 2008**.
- (b.) An additional amount of \$8,992,167.28 is obligated under this contract for payment of fee.

AMENDMI	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	Ą	AGE OF PAGES	_
2 AMENDAR	ENT/MODIFICATION NO.	3. EFFECTIVE DATE	14 850	UISITION/PURCHASE REQ. NO.	ls ppn	ECT NO. (If applie	3
	MINIODIFICATION NO.			211379	3. FRO.	ECT NO. [II APPIIC	anei
105 6. (SSUED B)	CODE	See Block 16C		(INISTERED BY (If other than flem 6)	CODE	T	
0. 155UED B1	CODE	usc	7. ADN	INISTERED BY (II biner inan nem 6)	CODE	JSC	
	hnson Space Center		,	A/Johnson Space Center	:		
	Tuyen Nguyen/BH3		1	: Tuyen Nguyen/ BH3			
	ASA Parkway		,	NASA Parkway			
·•	.nguyen@nasa.gov		, -	en.t.nguyen@nasa.gov			
Houston TX 77058-3696		Hous	ton TX 77058-3696				
. B. NAME AND	ADDRESS OF CONTRACTOR (No. street.	. county. State and ZIP Code)	(x) 9A.	AMENDMENT OF SOLICITATION NO.			
· basemena	w meguniani ambutama a	MALEN SELLY	167	•			
•	N TECHNICAL SERVICES (.OMPANI		DATED (SEE ITEM 11)			
	ee Anne Ward		35.	DATED (SEE TEM 11)			
Bay Term		•				,	
_	ge River Rd, Suite 120		, 10A	MODIFICATION OF CONTRACT/ORDERS 9-02102	NO.		
HOUSTON	TX 77598-4357		^ NA	S9-02102			
			108.	DATED (SEE ITEM 11)			
CODE		FACILITY CODE		/03/2003			
·			1.1				
<u> </u>		11. THIS ITEM ONLY APPLIES	TO AMENDME	NTS OF SOLICITATIONS	1 1		
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see sone							*****
٠. ٠.	13. THO TEM ONE! APPLIES TO MO	DEFICATION OF CONTRACTSION	IDEKS. II MOL	HFIES THE CONTRACT/ORDER NO. AS D	esciased	N ITEM 14.	
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PU ORDER NO. IN ITEM 10A.	JRSUANT TO: (Specify authority)	THE CHANGE	9 SET FORTH IN ITEM 14 ARE MADE IN	THE CONTR	ACT	
	B. THE ABOVE NUMBERED CONTRACT						
	8. THE ABOVE NUMBERED CONTRACT applopriation date. etc.) SET FORTH						
	8. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH I	VORDER IS MODIFIED TO REFLE N) TEM 14, PURSUANT TO THE /	ECT THE ADM AUTHORITY O	NISTRATIVE CHANGES (such as change F FAR 43.103(b):			
	1.500	VORDER IS MODIFIED TO REFLE N) TEM 14, PURSUANT TO THE /	ECT THE ADM AUTHORITY O	NISTRATIVE CHANGES (such as change F FAR 43.103(b):			
	G THIS SUPPLEMENTAL AGREEMENT	VORDER IS MODIFIED TO REFLE N TEM 14, PURSUANT TO THE / IS ENTERED INTO PURSUANT T	ECT THE ADM AUTHORITY O	NISTRATIVE CHANGES (such as change F FAR 43.103(b):			
x	C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification at	YORDER IS MODIFIED TO REFLE N ITEM 14, PURSUANT TO THE / IS ENTERED INTO PURSUANT I	ECT THE ADMI AUTHORITY O	NISTRATIVE CHANGES (such as change F FAR 43.103(b): OP:			
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NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53 243

NAS9-02102 Modification 105 Page 2 of 3

Funding Recapitulation

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$134,630.00 from \$118,619,983.22 to \$118,485,353.22. The replacement pages are attached.

	Prior Obligation	Current De- Obligation Mod 105	Total
Cost	\$109,627,815.94	-\$124,082.95	\$109,503,732.99
Fee	\$8,992,167.28	-\$10,547.05	\$8,981,620.23
Total	\$118,619,983.22	-\$134,630.00	\$118,485,353.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$109,503,732.99. This allotment is for [Insert applicable item number(s), task(s), or work description] and coveres the following estimated period of performance: June 30, 2008.
- (b.) An additional amount of \$8,981,620.23 is obligated under this contract for payment of fee.

106 ISSUED BY NASA/Johi Attn: Mic 2101 NASA Houston C	MODIFICATION NO. CODE 1SON Space Center Chael Duckworth/ BH3 A Parkway CX 77058-3696 DDRESS OF CONTRACTOR (No. street		420 7. At NAS Att 210	QUISITION/PURCHASE REQ. NO. 0247383 MINISTERED BY (If other than Item 6) 0A/Johnson Space Cent. n: Michael Duckworth 01 NASA Parkway 1ston TX 77058-3696	
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			10	B. DATED (SEE ITEM 11)	
ODE		FACILITY CODE		2/03/2003	
		11. THIS ITEM ONLY APPLIES	1 1		
	THIS CHANGE ORDER IS ISSUED PO ORDER NO. IN ITEM 10A.	JRSUANT TO: (Specify authority) T	THE CHANG	DDIFIES THE CONTRACT/ORDER NO. AS ES SET FORTH IN ITEM 14 ARE MADE MINISTRATIVE CHANGES (such as chan OF FAR 43.103(b).	IN THE CONTRACT
	THIS SUPPLEMENTAL AGREEMENT				
D.	OTHER (Specify type of modification a	nd authority)	······································	M	
1			ause B	.4, Contract Funding	
MPORTANT:	Contractor (X) is not.	is required to sign this document	and return	O copies to the iss	
DESCRIPTION	OF AMENDMENT/MODIFICATION (O	rganized by UCF section headings,	, including so	olicitation/contract subject matter where fe	asible.)
e Page 2					
e Page 2				•	
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ee Page 2					

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr 15B. CONTRACTOR/OFFEROR 16B. UNITED STATES OF AMERICA 15C. DATE SIGNED 16C. DATE SIGNED (Signature of person authorized to sign) NSN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

Previous edition unusable

Prescribed by GSA FAR (48 CFR) 53,243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$120,000.00 from \$118,485,353.22 to \$118,605,353.22 The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 106	TOTAL
Cost	\$109,503,732.99	\$110,599.08	\$109,614,332.07
Fee	\$8,981,620.23	\$9,400.92	\$8,991,021.15
Total	\$118,485,353.22	\$120,000.00	\$118,605,353.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$109,614,332.07. This allotment covers the following estimated period of performance: **June 30, 2008**.
- (b.) An additional amount of **\$8,991,021.15** is obligated under this contract for payment of fee.

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** NAS 9-02102 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C BH3/JPH Modification 107 N/A 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/BH3 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) \mathbf{X} NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. is Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer (a) By completing Items 8 and 15, and submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103(b). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan E. IMPORTANT: Contractor $|\mathbf{X}|$ is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) AWARD FEE PAYMENT (See pages 2-3) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Julie K. Karr, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C, DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

I. The purpose of Modification 107 is to recognize the Award Fee earned for NSOC Performance during the period of October 1, 2007 through March 31, 2008. Of the available Award Fee pool of \$1,008,784.00, the contractor is hereby entitled to \$907,906.00. The contractor has provisionally invoiced the Government for \$605,274.00 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$302,632.00.

•	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 10	\$1,008,784.00	\$100,878.00	\$907,906.00	\$605,274.00	\$302,632.00

II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD (BASIC)	<u>AVAILABLE</u> <u>AWARD FEE</u>	<u>EARNED</u> <u>AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	\$875,403.62
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906.00
04/01/08 — 09/30/08	\$984,658	
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	
10/01/09 - 03/31/10	\$980,424	
04/01/10 - 09/30/10	\$980,424	

AMENDMENT OF SOLICITATION/MODIFICATION			1. CONTRACT ID CODE PAGE OF		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REC	QUISITION/PURCHASE REQ. NO. "	ls PRO.	1 1. JECT NO. (If applicable)
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108 SISSUED BY CODE	See Block 16C	7. AD	MINISTERED BY (If other than Item 6)	CODE	JSC
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696			
NAME AND ADDRESS OF CONTRACTOR AG.	A seconds Cade and 7/3 Andes	loa	AMENDMENT OF SOLICITATION NO.		
8. NAME AND ADDRESS OF CONTRACTOR (No. street RAYTHEON TECHNICAL SERVICES of Attn: Lee Anne Ward Bay Terrace 11 555 Forge River Rd, Suite 12 10USTON TX 77598-4357	COMPANY	(X) 98 X 10	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER AS 9-02102 B. DATED (SEE ITEM 13)	NO.	
CODE	FACILITY CODE		12/03/2003		
	11, THIS ITEM ONLY APPLIES TO	1 1			
The above numbered solicitation is amended as set for					is not extended.
	ODIFICATION OF CONTRACTS/ORDE	RS. IT M	crease: ODIFIES THE CONTRACT/ORDER NO. AS CREES SET FORTH IN ITEM 14 ARE MADE IN		IN ITEM 14.
			MINISTRATIVE CHANGES (such as change OF FAR 43.103(b).		
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO	AUTHOR	ITY OF:		
D. OTHER (Specify type of modification	**				
X FAR 52.232-22, Limit	ation of Funds; Clar	use E	.4, Contract Funding		
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except as provided herein, all terms and conditions of the	e document referenced in Item 9A or 10		etofore changed, remains unchanged and in NAME AND TITLE OF CONTRACTING OFF		
and the control of district (1990 or ping			ie K. Karr		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B.	UNITED STATES OF AMERICA	Por consequence some significance.	16C. DATE SIGNED
(Signature of person authorized to sign)		-	(Signature of Contracting Officer)		1 2 1 2 2 1 2 2
ISN 7540-01-152-8070		+ 1		STANDARD	FORM 30 (REV. 10-83)

Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$450,000.00 from \$118,605,353.22 to \$119,055,353.22 The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 108	TOTAL
Cost	\$109,614,332.07	\$414,746.54	\$110,029,078.61
Fee	\$8,991,021.15	\$35,253.46	\$9,026,274.61
Total	\$118,605,353.22	\$450,000	\$119,055,353.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$110,029,078.61. This allotment covers the following estimated period of performance: July 11, 2008.
- (b.) An additional amount of \$9,026,274.61 is obligated under this contract for payment of fee.

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 109 4200256560 BH3 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center Attn: BH3/Michael Duckworth See Block 6 2101 NASA Parkway Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road, Suite 120 Webster, TX 77598-4357 FACILITY CODE CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) 2/3/03 Х NAS 9-02102 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200256560 NET INCREASE: \$5,898,000.00 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDERING, IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Х appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause **B.4. CONTRACT FUNDING** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return coples to the Issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Julie K. Karr, Contracting Officer 16C. DATE SIGNED 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA Signature of Contracting Officer) (Signature of person authorized to sign)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 / JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$5,898,000.00 from \$119,055,353.22 to \$124,953,353.22 The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 109	TOTAL
			\$115,465,023.31
Cost	\$110,029,078.61	\$5,435,944.70	
Fee	\$9,026,274.61	\$462,055.30	\$9,488,329.91
	\$119,055,353.22		\$124,953,353.22
Total		\$5,898,000.00	

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$115,465,023.31. This allotment covers the following estimated period of performance: September 26, 2008.
- (b.) An additional amount of \$9,488,329.91 is obligated under this contract for payment of fee.

AMENDMENT OF SOLICITATION/MODIFIC		1. CONTRACT ID CODE	PAGE	OF PAGES			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	UISITION/PURCHASE REQ. NO.	5. PROJEC	NO. (If applicable)		
110	See Block 16C	4200	0261631				
6. ISSUED BY CODE	JSC	7. AD	MINISTERED BY (if other than Item 6)	CODE JS	SC .		
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696			NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696				
8. NAME AND ADDRESS OF CONTRACTOR (No., street	; county, State and ZIP Code)	(v) 9A	. AMENDMENT OF SOLICITATION NO.				
RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357			(x) 98. AMENDMENT OF SOLIGITATION NO. 98. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102 10B. DATED (SEE ITEM 13)				
CODE	FACILITY CODE	<u>ا ا</u> ا	2/03/2003				
	11. THIS ITEM ONLY APPLIES T						
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PORDER NO. IN ITEM 10A.	r already submitted, such change may is received prior to the opening hour a ulred) DDIFICATION OF CONTRACTS/ORD URSUANT TO: (Specify authority)	y be made in and date spet Incopers. IT Moreover the Change in the Chang	by telegram or letter, provided each telegram o ecified.	Retter makes 247,877 SCRIBED IN I	00 TEM 14.		
C. THIS SUPPLEMENTAL AGREEMEN	TIS ENTERED INTO PURSUANT TO	AUTHOR	ITY OF:				
D. OTHER (Specify type of modification	and authority)						
X FAR 52.232-22, Limit.		ause B	.4. Contract Funding				
E. IMPORTANT: Contractor X is not.	is required to sign this document		O copies to the issuing	. office			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (
Except as provided herein, all terms and conditions of the	document referenced in Item 9A or 1						
15A. NAME AND TITLE OF SIGNER (Type or print)]	vame and title of contracting offic ie K. Karr	ER (Type or p	riat)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		UNITED STATES OF AMERICA	arthur theus hate	16C. DATE SIGNED		
(Signature of person authorized to sign)		_/	(Signature of Contracting Officer)	l	16.11.0		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$247,877.00 from \$124,953,353.22 to \$125,201,230.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Cu	rrent Obligation Mod 109	TOTAL
Cost	\$115,465,023.31	\$	228,458.06	\$115,693,481.37
Fee	\$9,488,329.91	\$	19,418.94	\$9,507,748.85
Total	\$124,953,353.22	\$	247,877.00	\$125,201,230.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$115,693,481.37. This allotment covers the following estimated period of performance: October 1, 2008.
- (b.) An additional amount of **\$9,507,748.85** is obligated under this contract for payment of fee.

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
111	08/12/2008	4200262972	(ii applicable)
	CODE JSC	7. ADMINISTERED BY (If other than Item 6)	CODE JSC
MASA/Johnson Space Center attn: Michael Duckworth/ 101 NASA Parkway douston TX 77058-3696	;	NASA/Johnson Space Cente Attn: Michael Duckworth/ 2101 NASA Parkway Houston TX 77058-3696	r
NAME AND ADDRESS OF CONTRACTOR (No	street, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.	
AYTHEON TECHNICAL SERVIC	ES COMPANY	98. DATED (SEE ITEM 11)	
ay Terrace II			
55 Forge River Rd, Suite OUSTON TX 77598-4357	120	x 10A MODIFICATION OF CONTRACT/ORDE NAS9-02102	R NO.
		108. DATED (SEE ITEM 13)	***************************************
DDE	FACILITY CODE	02/03/2003	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLICITATIONS	
A. THIS CHANGE ORDER IS ISSU ORDER NO. IN ITEM 10A.	JED PURSUANT TO: (Specify authority)	RDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN ECT THE ADMINISTRATIVE CHANGES (such as change AUTHORITY OF FAR 43.103(b).	N THE CONTRACT
	MENT IS ENTERED INTO PURSUANT		
D. OTHER (Specify type of modific	ation and authority)		
1		lause B.4, Contract Funding	
	ot. is required to sign this documen		
DESCRIPTION OF AMENDMENT/MODIFICAT Re Page 2	ION (Organized by UCF section heading	s, including solicitation/contract subject matter where fea	sible.)
ept as provided herein, all terms and conditions.	of the document referenced in Item 9.4 as	10A, as heretofore changed, remains unchanged and in	full farms and affect
NAME AND TITLE OF SIGNER (Type or print)	and an area of the second	16A NAME AND TITLE OF CONTRACTING OFF Julie K, Karr	
CONTRACTOR/OFFEROR	15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)	man regional particular particula	(Signature of Contracting Officer)	1810/58
N 7540-01-152-8070			STANDARD FORM 30 (REV. 10.83)

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$1,958,071.00 from \$125,201,230.22 to \$127,159,301.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 109	TOTAL
Cost	\$115,693,481.37	\$1,804,673.74	\$117,498,155.11
Fee	\$9,507,748.85	\$153,397.26	\$9,661,146.11
Total	\$125,201,230.22	\$1,958,071.00	\$127,159,301.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$117,498,155.11. This allotment covers the following estimated period of performance through: October 27, 2008.
- (b.) An additional amount of **\$9,661,146.11** is obligated under this contract for payment of fee.

AMENDMENT OF SOLICITATION/MODIFIC	·····	1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. R	EQUISITION/PURCHASE REQ. NO.	5. PROJECT NO). (If applicable)
112	See Block 16C	420	00240822, 4200256560		
6. ISSUED BY CODE	JSC	7.4	ADMINISTERED BY (If other than Item 6)	CODE JSC	
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	}	At 21	SA/Johnson Space Center tn: Michael Duckworth/ B .01 NASA Parkway ouston TX 77058-3696	sH3	
8. NAME AND ADDRESS OF CONTRACTOR (No. stree	t, county. State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.	\$	
RAYTHEON TECHNICAL SERVICES of Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120			9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER N	NO.	
HOUSTON TX 77598-4357		*	NAS9-02102		
	***************************************	_	10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE		02/03/2003		
	11. THIS ITEM ONLY APPLIES TO	O AMEN	DMENTS OF SOLICITATIONS		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) Ti	HE CHAI	MODIFIES THE CONTRACT/ORDER NO. AS DE NGES SET FORTH IN ITEM 14 ARE MADE IN THE NAME OF T	HE CONTRACT	14.
. C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO	AUTHO	RITY OF:		Version of a sid White Advantage of the second of the seco
D. OTHER (Specify type of modification	and authority)			**************************************	
X FAR 52.232-22, Limit	ation of Funds; Cla	use	B.4, Contract Funding		
E. IMPORTANT: Contractor Sis not.	is required to sign this document	and retur	n O copies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (See Page 2	Organized by UCF section headings,	includin	g solicitation/contract subject matter where feasit	ble.)	
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Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	s document references in Hem 9A or 1		L NAME AND TITLE OF CONTRACTING OFFIC		·
and the second second second second second			lie K. Karr	. 41	
45D CONTRACTOR/CETTOO	LEO DATE DICKED			Tess	. DATE SIGNED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	108	Whited States of America		8/19/08
(Signature of person authorized to sign)		$\perp I$	(Signature of Contracting Officer)	1 (/; ····································

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$14,800.00 from \$127,159,301.22 to \$127,144,501.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 109	TOTAL
Cost	\$117,498,155.11	(\$13,640.55)	117,484,514.56
Fee	\$9,661,146.11	(\$1,159.45)	9,659,986.66
Total	\$127,159,301.22	(\$14,800.00)	127,144,501.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$117,484,514.56. This allotment covers the following estimated period of performance through: October 27, 2008.
- (b.) An additional amount of **\$9,659,986.66** is obligated under this contract for payment of fee.

AMENDMENT OF SOLICITATION/MODIFI	CATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3, EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	6. PROJECT NO. (If applicable)
113A	See Block 16C		,
6. ISSUED BY CODE	JSC	7. ADMINISTERED BY (If other than Item 6) CODE JSC
NASA/Johnson Space Center Attn: Michael Duckworth/ BH 2101 NASA Parkway Houston TX 77058-3696	3	NASA/Johnson Space Cen Attn: Michael Duckwort 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., stre	et, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION N	O
RAYTHEON TECHNICAL SERVICES	COMPANY		
Attn: Lee Anne Ward	COLLETINE	98, DATED (SEE ITEM 11)	
Bay Terrace II			
555 Forge River Rd, Suite 12	20	10A. MODIFICATION OF CONTRACT/O	IRDER NO
OUSTON TX 77598-4357		× NAS9-02102	MOUNTAY.
		108. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	02/03/2003	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLICITATIONS	
THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an of reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If re	er already submitted, such change ma I is received prior to the opening hour	ay be made by telegram or letter, provided each tel	=
13. THIS ITEM ONLY APPLIES TO I	ADDIFICATION OF CONTRACTS/ORI	DERS. IT MODIFIES THE CONTRACT/ORDER NO	. AS DESCRIBED IN ITEM 14.
CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MA	DE IN THE CONTRACT
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT	CT/ORDER IS MODIFIED TO REFLE H IN ITEM 14, PURSUANT TO THE /	ECT THE ADMINISTRATIVE CHANGES (such as c AUTHORITY OF FAR 43.103(b).	changes in paying office,
C. THIS SUPPLEMENTAL AGREEMEN	NT IS ENTERED INTO PURSUANT T	O AUTHORITY OF:	
D. OTHER (Specify type of modification	and authority)		
X FAR 52.232-22, Limit	tation of Funds; Cl	ause B.4, Contract Fundin	g
. IMPORTANT: Contractor Sis not.	is required to sign this document	t and return <u>O</u> copies to the	e issuing office.
14.DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this adjustme in section B.4 of the contra	ent to Mod 113 is to	o revise and correct the	
9			
Except as provided herein, all terms and conditions of the ISA, NAME AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or	10A, as heretofore changed, remains unchanged a 16A, NAME, AND TITLE OF CONTRACTING	
on which the or alone (Type of pint)			O D. I. IOEN (Type of pidity)
		Julie K. Karr	
15B, CONTRACTOR/OFFEROR	15C. DATE SIGNED	168, UNITED STATES OF AMERICA	16C, DATE SIGNED
		Tilliller	- Indials V
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 63.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$50,000.00 from \$127,144,501.22 to \$127,194,501.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 113	TOTAL
Cost	117,484,514.56	\$46,082.95	\$117,530,597.51
Fee	9,659,986.66	\$3,917.05	\$9,663,903.71
Total	127,144,501,22	\$50,000.00	\$127,194,501.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$117,530,597.51. This allotment covers the following estimated period of performance through: October 28, 2008.
- (b.) An additional amount of \$9,663,903.71 is obligated under this contract for payment of fee.

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
113	See Block 16C	4200267105	1
6. ISSUED BY CODE	JSC	7. ADMINISTERED BY (If other than Item 6)	CODE JSC
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Cente Attn: Michael Duckworth/ 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code)	() 9A. AMENDMENT OF SOLICITATION NO.	
AYTHEON TECHNICAL SERVICES (attn: Lee Anne Ward Bay Terrace II 55 Forge River Rd, Suite 120 OUSTON TX 77598~4357	COMPANY	98. DATED (SEE ITEM 11) × 10A. MODIFICATION OF CONTRACT/ORDE NAS9-02102	R NO.
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	02/03/2003	
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D. OTHER (Specify type of modification	**		
X FAR 52.232-22, Limit	ation of Funds; Clar	use B.4, Contract Funding	
	is required to sign this document ar		······································
4. DESCRIPTION OF AMENDMENT/MODIFICATION (ee Page 2	Organizad by OCF Section neadings, n	nduong sonchanovechueet suoject maker where lei	aside.)
yearl as aroulded bessle all forms and any discount for	downant referenced in them 5.5 45	1A as harehology changed earneits unstanged	n full force and offers
except as provided herein, all terms and conditions of the 5A. NAME AND TITLE OF SIGNER (Type or print)	accument referenced in Item 9A or 10	JA, as heretofore changed, remains unchanged and in 16A. NAME AND TITLE OF CONTRACTING OF	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
		Julie K. Karr	Committee of the commit
5B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED
159/18/04 01 person abmonzed to agrif		(engineers or administring crimer)	STANDARD FORM 30 (PRV 10.83)

Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53,243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$50,000.00 from \$127,159,301.22 to \$127,209,301.22. The replacement pages are attached. Changes have been bolded and bar marked.

	Prior Obligation	Current Obligation Mod 112	TOTAL
Cost	\$117,498,155.11	\$46,082.95	\$117,544,238.06
Fee	\$9,661,146.11	\$3,917.05	\$9,665,063.16
Total	\$127,159,301.22	\$50,000.00	\$127,209,301.22

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$117,544,238.06. This allotment covers the following estimated period of performance through: October 28, 2008.
- (b.) An additional amount of \$9,665,063.16 is obligated under this contract for payment of fee.

OMB APPROVAL #: 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION 1 OF CONTRACT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Block 16C 114 N/A BH3/JPH 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE NASA/Johnson Space Center See Block 6 Attn: BH/Michael Duckworth 2101 NASA Parkway Houston, TX. 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) Х NAS 9-02102 2/2/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for is not extended. is receipt of Offers extended, Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offor submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR **ACKNOWLEDGEMENT TO** BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x)CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). $\overline{\mathbf{x}}$ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement d. OTHER (Specify type of modification and authority) 3

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

is required to sign this document and

See Page 2.

15A. NAME AND TITLE OF SIGNER (Type or p	rint)	16A. NAME AND TITLE OF CONTRACTING Julie K. Karr	OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR15B.	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

E. IMPORTANT: Contractor

is not,

copies to the issuing office

The purpose of this Modification is to reflect the negotiation of proposal for equitable adjustment proposal for costs incurred from April 1, 2003 thru January 19, 2007 for NBL project scope of work increases. The project scope of work increases include NBL Mockup and NBL Facility Project Change Requests (CRs), as well as an additional requirement to support NBL Advanced Program Projects. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated March 9, 2007; through final updated proposal changes, last submitted August 21, 2008. Pursuant to the terms of this contract and in consideration of the changes specified above, the United States Government, its officers, agents, and employees are hereby fully and finally released and discharged from all liabilities. demands, obligations, requests for equitable adjustment, and claims, whether legal, equitable, contractual, or administrative in nature, which the contractor (or any subcontractor or supplier) has or may have, now or in the future, arising under or relating to this modification of the contract or its resulting impact on any subcontract, delivery order, or tasking, including any and all impact and delay claims, claims for absorbed and extended or unabsorbed home office overhead, inefficiency, claims for general and administrative expenses, claims for any other kind of direct or indirect expense, and any amounts that may be due under the Equal Access to Justice Act.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

Contract Value Recapitulation

	Prior Value	Value of Mod 114	New Contract Value
Cost	\$146,255,893.00	\$915,739.54	\$147,171,632.54
Fee	\$13,651,133.00	\$79,517.00	\$13,730,650.00
Total	\$159,907,026.00	\$995,256.54	\$160,902,282.54

Award Fee Recapitulation

Evaluation Period	Prior to Mod 114	Current Obligation Mod 114	Revised Total
Period 1	\$635,835	\$6,474	\$642,309
Period 2	\$672,701	(\$17,179)	\$655,522
Period 3	\$688,454	\$21,120	\$709,574
Period 4	\$708,355	\$11,375	\$719,730
Period 5	\$774,005	\$25,385	\$799,390
Period 6	\$858,334	(\$4,901)	\$853,433
Period 7	\$860,458	\$22,804	\$883,262
Period 8	\$875,404	\$14,439	\$889,843

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

(a) The estimated cost of this contract is \$147,171,632.54. The maximum available award fee, excluding base fee, if any, is \$13,730,650.00. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$160,902,282.54.

(End-of-Clause)

In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD	AVAILABLE AWARD FEE	<u>EARNED</u> <u>AWARD FEE</u>
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906.00
04/01/08 - 09/30/08	\$984,658	
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	,
10/01/09 - 03/31/10	\$980,424	
04/01/10 - 09/30/10	\$980,424	

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES **MODIFICATION OF CONTRACT** NAS 9-02102 2. AMENDMENT/MODIFICATION NO. 5. PROJECT NO. (If applicable) 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. See Block 16C BH3/JPH Modification 115 N/A 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357 CODE **FACILITY CODE** (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan E. IMPORTANT: Contractor $|\mathbf{X}|$ is not, is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (See pages 2-3) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer 16B. UNITED STATES OF AMERICA 15B. CONTRACTOR/OFFEROR 16C. DATE SIGNED 15C. DATE SIGNED BY (Signature of Contracting Officer) (Signature of person authorized to sign)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA

FAR (48 CFR) 53.243

I. The purpose of Modification 115 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2003 thru January 19, 2007 for costs related to the NBL Mockup and Facility Request for Equitable Adjustment (Modification 114). The available Award Fee pools for periods 1 thru 8 have been modified as follows:

	Award Fee	Award Fee	Award Fee	Award Fee	Award Fee
	Available Prior	Available	Earned Prior	Earned	Due & Payable
		(Mod114)		(Mod 114)	
Period 1	\$739,343	\$746,871	\$635,835	\$642,309	\$6,474
Period 2	\$747,445	\$728,358	\$672,701	\$655,522	(\$17,179)
Period 3	\$764,949	\$788,416	\$688,454	\$709,574	\$21,120
Period 4	\$804,949	\$817,875	\$708,355	\$719,730	\$11,375
Period 5	\$814,742	\$841,463	\$774,005	\$799,390	\$25,385
Period 6	\$913,121	\$907,907	\$858,334	\$853,433	(\$4,901)
Period 7	\$935,281	\$960,068	\$860,459	\$883,262	\$22,803
Period 8	\$961,982	\$977,849	\$875,404	\$889,843	\$14,439

II. The contractor's previous Award Fee payments for the periods in question amount to \$6,073,546. As a result of Modification 114, the contractor is entitled to \$6,153,063 for Award Fee, and therefore the amount due and payable to the contractor for Award Fee earned is \$79,517.

III. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD	AVAILABLE AWARD FEE	<u>EARNED</u> AWARD FEE
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906.00
04/01/08 - 09/30/08	\$984,658	
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	
10/01/09 - 03/31/10	\$980,424	
04/01/10 - 09/30/10	\$980,424	

AMENDMENT OF SOLICITATION/MOD	FICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
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	<u> </u>			1000
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2101 NASA Parkway	pn3	1	n: Michael buckwolth. 1 NASA Parkway	/ BR3
Houston TX 77058-3696		1	ston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No.,	Sireel, county. State and ZIP Code	, Jan	AMENDMENT OF SOLICITATION NO.	
		(x) "	· · · · · · · · · · · · · · · · · · ·	
RAYTHEON TECHNICAL SERVICE	S COMPANY			
Attn: Lee Anne Ward		98	DATED (SEE ITEM 11)	· •
Bay Terrace II	120			
555 Forge River Rd, Suite	120	x 10	A. MODIFICATION OF CONTRACT/ORD AS 9 - 0 2 1 0 2	DER NO.
HOUSTON TX 77598-4357		.	493-02102	
		10	B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		2/03/2003	
	11. THIS ITEM ONLY APPLIES	1 1		
Items 8 and 15, and returning separate letter or telegrem which includes a refer THE PLACE DESIGNATED FOR THE RECEIPT virtue of this amendment you desire to change ar reference to the solicitation and this amendment, 12. ACCOUNTING AND APPROPRIATION DATA (ence to the solicitation and amandment in OF OFFERS PRIOR TO THE HOUR AN offer already submitted, such change in and is received prior to the opening hour	numbers. FA ND DATE SPI lay be made I	ECIFIED MAY RESULT IN REJECTION (by telegram or tetter, provided each telegr	IT TO BE RECEIVED AT OF YOUR OFFER. If by
12. THIS ITEM ONLY APPLIES	TO MODIFICATION OF CONTRACTS/OR	EDERS, IT M	ODIFIES THE CONTRACT/ORDER NO. A	AS DESCRIBED IN ITEM 14.
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B. THE ABOVE NUMBERED CON eppropriation date, etc.) SET FO	TRACT/ORDER IS MODIFIED TO REFLE ORTH IN ITEM 14, PURSUANT TO THE	ECT THE AD AUTHORITY	MINISTRATIVE CHANGES (such as cha OF FAR 43.103(b).	anges in paying office,
C. THIS SUPPLEMENTAL AGREE	MENT IS ENTERED INTO PURSUANT T	TO AUTHOR	TY OF:	
D, OTHER (Specify type of modific	etion and authority)	·	1111-1-19	
X Mutual Agreement h	y Both Parties			
E. IMPORTANT: Contractor (1) is no		t and return		ssuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICAT				feasible.)
See Page 2				
Except as provided herein, all terms and conditions 15A. NAME AND TITLE OF SIGNER (Type or print)	of the document referenced in Item 9A or		, stofore changed, remains unchanged and IAME AND TITLE OF CONTRACTING O	
LeeAnneWa	rd, Cont Adi	ام.	ie K. Karr	
15B. CONTRACTORIOFFEROR	15C. DATE SIGNED	D 18B. (NITED STATES OF AMERICA	16C. DATE SIGNED
/ Allara	1 .		Dui VI	
(Signature of person suthorized to sign)	11.4.D	8/-	(Signature of Contracting Officer)	11/5/08

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to:

- 1. Modify Clause H.1, Clauses Incorporated by Reference and change the NFS Clause 1852.242-72, Observance of Legal Holidays, by removing the Alt II language (Change Page attached herein).
- 2. Incorporate JSC Clause 52.242-94, Administrative Leave, into Section H of the Contract as part H.13 (Attached herein).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

(a.) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER DATE TITLE

52.223-5 APR 1998 POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION

(b.) NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE T	ITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.216-80	OCT 1996	TASK ORDERING PROCEDURE Insert 5 days in paragraph (c)
1852.223-70	APR 2002	Insert 5 days in paragraph (e) SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT 1) (SEP 1989)

(End Of Clause)

H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's revised proposal NBL-CDJ-005, dated October 29, 2002, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.13 JSC 52.242-94 ADMINISTRATIVE LEAVE (SEP 2008)

- (a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:
 - 1. Contractor personnel working on-site; and
 - 2. Contractor personnel dedicated to the contract effort who are
 - A. working off-site within 10 miles of JSC; and
 - B. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the contractor shall provide sufficient on-site personnel to perform round-theclock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

- (b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.
- 1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.
- 2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
- 3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations recommence.
- (c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
117	See Block 16C	4200271470	
6. ISSUED BY CODE	JSC	7. ADMINISTERED BY (If other than Item 6)	CODE JSC
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Cent Attn: Michael Duckworth 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., since	t, county. State and ZIP Code)	(x) 8A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON TECHNICAL SERVICES	TOMPANY		
Attn: Lee Anne Ward	L/ 1. L d d d d d 1. L 3 L	98. DATED (SEE ITEM 11)	
Bay Terrace II			
555 Forge River Rd, Suite 120)		·
OUSTON TX 77598-4357		× 10A. MODIFICATION OF CONTRACT/ORD NAS9-02102	ER NO.
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	02/03/2003	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLICITATIONS	
THE PLACE DESIGNATED FOR THE RECEIPT OF (virtue of this amendment you desire to change an offe reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If req	r already submitted, such change ma is received prior to the opening hour	y be made by telegram or letter, provided each teleg	
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		Inner D. A. Conkressk Charles	
		lause B.4 - Contract Fundi	
E. IMPORTANT: Contractor Sis not.	is required to sign this document		· · · · · · · · · · · · · · · · · · ·
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings	, including solicitation/contract subject matter where i	feasible.)
ee Page 2			
Except as provided herein, all terms and conditions of the	document referenced in Item 9A or	10A, as heretofore changed, remains unchanged and	in full force and effect.
5A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING C	
	·	Julie K. Karr	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168 UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person euthorized to sign)	m.,en:	(Signature of Confracting Officer)	\w/21/0x
NSN 7540-01-152-8070		(1-gandle of designating distall)	STANDARD FORM 30 (REV. 10-83)

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$2,520,152.00 from \$127,194,501.22 to \$129,714,653.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 117	TOTAL
Cost	\$117,530,597.51	\$2,322,720.74	\$119,853,318.25
Fee	\$9,663,903.71	\$197,431.26	\$9,861,334.97
Total	\$127,194,501.22	\$2,520,152.00	\$129,714,653.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$119,853,318.25. This allotment covers the following estimated period of performance through: **November 21, 2008**.
- (b.) An additional amount of \$9,861,334.97 is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF	F PAGES
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8. NAME AND ADDRESS OF CONTRACTOR (No., stree	t, county. State and ZIP Code)	(x) 9A	AMENDMENT OF SOLICITATION NO.		
RAYTHEON TECHNICAL SERVICES Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 126 HOUSTON TX 77598-4357		J. 10/	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NO. 159 - 021.02	0,	
		108	B. DATED (SEE ITEM 13)	· · · · · · · · · · · · · · · · · · ·	***************************************
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D. OTHER (Specify type of modification	and authority)		· · · · · · · · · · · · · · · · · · ·		
X FAR 52.232-22 Limita	tion of Funds				
E. IMPORTANT: Contractor is not.	is required to sign this do	cument and return	O copies to the issuing	office.	
Except as provided herein, all terms and conditions of the		n 9A or 10A, as here		l force and effect.	
15B. CONTRACTOR/OFFERÓR	15C. DATE S	SIGNED 16B.	NITED STATES OF AMERICA	16C	DATE SIGNED
(Signature of person authorized to sign)		I	(Signature of Contracting Officer)	1	11100

NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$2,021 from \$129,714,653.22 to \$129,712,632.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 118	TOTAL
Cost	\$119,853,318.25	-\$1,862.67	\$119,851,455.58
Fee	\$9,861,334.97	-\$158.33	\$9,861,176.64
Total	\$129,714,653.22	-\$2,021.00	\$129,712,632.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$119,851,455.58. This allotment covers the following estimated period of performance through: **November 21, 2008**.
- (b.) An additional amount of **\$9,861,176.64** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGI	E OF PAGES
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NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE JSC NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street	county, State and ZIP Code)	(x) 9A	AMENDMENT OF SOLICITATION NO.		
RAYTHEON TECHNICAL SERVICES (Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		98 x 10	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NO. AS 9-02102 B. DATED (SEE ITEM 13)	0.	
CODE	FACILITY CODE	1 1			
CODE	11. THIS ITEM ONLY APPLIES TO		2/03/2003		
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C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUANT TO A			and the second second second	
D. OTHER (Specify type of modification of X FAR 52.243-2, Change)	••	4			
	is required to sign this document and		O copies to the Issuing		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
Except as provided herein, all terms and conditions of the 18A. NAME AND TITLE OF SIGNER (Type or print)	document referenced in Item 9A or 10A	16A. N	VAME AND TITLE OF CONTRACTING OFFICE	<u> خانستا من بوجو المطاعة با</u>	
1th Ashres aran areas	Table 2.12.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.		ie K. Karr		Land R. Ippin and John
158, CONTRACTOR/OFFEROR (Signature of person authorized to sign) NSN 7540-01-182-8070	16C. DATE SIGNED	168.	NITED STATES OF AMERICA WY (Signature of Contracting Officer)	ANDARD FO	16C. DATE SIGNED

Previous edition unusable

Prescribed by GSA FAR (48 CFR) 53.243

The	purpose	of this	modification	is	to:

1. Incorporate FAR Clause 52.251-1, Government Supply Sources, into Section I of the Contract as part of the Cluases incorporated by reference (Attached herein).

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

(a.) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE T	ITLE
52.202-1	DEC 2001	DEFINITIONS (ALTERNATE I) (MAY 2001)
52.203-3	APR 1984	GRATUITIES `
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52,204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON
		RECYCLED PAPER
52.207-5	FEB 1995	OPTION TO PURCHASE EQUIPMENT
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES

		Page 4 of 6
52.215-21	OCT 1997	REQUIRMEMENTS FOR COST OR PRICING DATA OR
		INFORMATION OTHER THAN COST OR PRICING
		DATA - MODIFICATIONS
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT
	MAR 1997	
	OCT 1995	ORDERING
JZ.Z 10-10	OCT 1995	
CO 047 0	NOV 4000	Insert contract award through F.3
	NOV 1999	
52.217-9	MAR 2000	
	Insert "3	0" and "30", respectively, in paragraph (a).
		YRS" in paragraph (c).
52.219-4	OCT 2004	NOTICE OF PRICE EVALUATION PREFERENCE FOR
		HUB ZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN (ALT
		II)(OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR
		DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS "Insert \$ 0
		Paragraph (a)" OVERTIME PREMIUM COST NOT TO
		EXCEED \$0
52.222-3	AUG 1996	CONVICT LABOR
	SEP 2000	CONTRACT WORK HOURS AND SAFETY
		STANDARDS ACT—OVERTIME COMPENSATION
 52 222-24	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
	APR 2002	EQUAL OPPORTUNITY
	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED
<i>Ja. L.L.</i>	DEO 2001	VETERANS, VETERANS OF THE VIETNAM ERA, AND
		OTHER ELIGIBLE VETERANS
E2 222 26	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WIITH
32.222-30	JOIN 1990	DISABILITIES
E0 000 07	DEC 2004	EMPLOYMENT REPORTS ON SPECIAL DISABLED
52.222-37	DEC 2001	
		VETERANS, VETERANS OF THE VIETNAM ERA, AND
50.000.44	14 1000	OTHER ELIGIBLE VETERANS
		SERVICE CONTRACT ACT of 1965, as amended
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND
		MATERIAL SAFETY DATA
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT TO KNOW
		INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORK PLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I)
•		(APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT
		AND COPYRIGHT INFRINGEMENT
52 227-14	JUN 1987	RIGHTS AND DATA -GENERAL As modified by
	5514 1001	racino ma cini. Cerenta e no modeo oy

			1852.227-14 NASA FAR Supplement (OCT 1995)
	52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
	52.228-7	MAR 1996	INSURANCE -LIABILITY TO THIRD PERSONS
	52.230-2	APR 1998	COST ACCOUNTING STANDARDS
	52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING
			STANDARDS
	52.232-17	JUN 1996	INTEREST
	52.232-20	APR 1984	LIMITATION OF COST
	52.232-22	APR 1984	LIMITATION OF FUNDS
	52.232-23	JAN 1986	ASSIGMENT OF CLAIMS
	52.232-25	FEB 2002	PROMPT PAYMENT
	•	•	Insert "30th" in paragraph (b)(1).
	52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—
			OTHER THAN CENTRAL CONTRACTOR
			REGISTRATION
	52.233-1	JUL 2002	DISPUTES ALT I (DEC 1991)
	52.233-3	AUG 1996	PROTEST AFTER AWARD -ALT I (JUN 1985)
	52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS,
			EQUIPMENT, AND VEGETATION
	52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
	52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
	52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
	52.242-13	JUL 1995	BANKRUPTCY
=	52.243-2	AUG 1987	CHANGES-COST REIMBURSEMENT-ALT. II (APR
			1984)
	52.244-2	AUG 1998	SUBCONTRACTS (ALT I)(AUG 1998)
	52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTS
	52.244-6	MAY 2002	SUBCONTRACTS FOR COMMERCIAL ITEMS
	52.245-1	APR 1984	PROPERTY RECORDS
	52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM-
			BURSEMENT, TIME-AND-MATERIAL, OR LABOR-
			HOUR CONTRACTS)
	52.246-25	FEB 1997	LIMITATION OF LIABILITY SERVICES
	52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
	52.248-1	FEB 2000	VALUE ENGINEERING
	52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
	52.249-14	APR 1984	EXCUSABLE DÈLAYS
	52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES

52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM
		VEHICLES AND RELATED SERVICES
52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

(b.) NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLÉ
MOMBEL (DATE	
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POST
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	11.711 1000	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	5 JUL 1997	NASA 8 PERCENT GOAL
1852.223-74		DRUG AND ALCOHOL-FREE WORKPLACE
1852.228-75		MINIMUM INSURANCE COVERAGE
1852.235-70) JUL 2000	CENTER FOR AEROSPACE INFORMATIONFINAL
		SCIENTIFIC AND TECHNICAL REPORTS
1852.237-70		EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End-Of-Glause)

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	PA	GE OF PAGES
		14 NE	DUISITION/PURCHASE REQ. NO.	le poor	1 3 CT NO. (If applicable)
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE)274652	3. PRO3E	C1 (IO. (II applicable)
120 6. ISSUED BY CODE	See Block 16C		MINISTERED BY (If other than Item 6)	CODE	JSC
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	<u> </u>	Att 210	A/Johnson Space Cente n: Michael Duckworth, 1 NASA Parkway ston TX 77058-3696	er er	
8. NAME AND ADDRESS OF CONTRACTOR (No., stree)	t. county, State and ZIP Code)	(v) 9A	. AMENDMENT OF SOLIGITATION NO.		
RAYTHEON TECHNICAL SERVICES (Attn: Lee Anne Ward Bay Terrace II		98	DATED (SEE ITEM 11)		
555 Forge River Rd, Suite 126 HOUSTON TX 77598-4357)		A MODIFICATION OF CONTRACT/ORD AS 9-02102 B. DATED (SEE (TEM 13)	ER NO.	
CODE	FACILITY CODE		, ,		
	11, THIS ITEM ONLY APPLIES 1		2/03/2003	**************************************	`
	ODIFICATION OF CONTRACTS/ORI	DERS. IT M	ODIFIES THE CONTRACT/ORDER NO. A SES SET FORTH IN ITEM 14 ARE MADE		N ITEM 14.
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN			MINISTRATIVE CHANGES (such as chai OF FAR 43.103(b). ITY OF:	nges in paying of	fice,
D. OTHER (Specify type of modification	and authority				
X FAR 52.232-22 - Limi	*				
E. IMPORTANT: Confractor Sis not.	is required to sign this document	t and return	0 copies to the is	suina office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (See Page 2	(Organized by UCF section headings	s, including s	solicitation/contract subject matter where t	feasible.}	
			,		
Except as provided herein, all terms and conditions of the	e document referenced in Item 9A or		etofore changed, remains unchanged and NAME_AND TITLE OF CONTRACTING C		
15A. NAME AND TITLE OF SIGNER (Type or print)		`\	ie K. Karr	or i io⇔n (<i>type</i>) c	r pains
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		NITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			(Signalure of Contracting Officer)	STARINADE	FORM 30 (REV. 10-83)
NSN 7540-01-152-8070 Previous edition unusable				Prescribed by FAR (48 CFR	GSA

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by \$4,067,021.00 from \$129,712,632.22 to \$133,779,653.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 120	TOTAL
Cost	\$119,851,455.58	\$3,748,406.45	\$123,599,862.03
Fee	\$9,861,176.64	\$318,614.55	\$10,179,791.19
Total	\$129,712,632.22	\$4,067,021.00	\$133,779,653.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$123,599,862.03. This allotment covers the following estimated period of performance through: January 23, 2009.
- (b.) An additional amount of \$10,179,791.19 is obligated under this contract for payment of fee.

(End of Clause)

OMB Approval No. 2700-0042 1. CONTRACT ID CODE PAGE OF PAGES AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT NAS 9-02102 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE Modification 121A See Block 16C N/A BH3/JPH 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/BH3 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357 FACILITY CODE CODE 9B. DATED (SEE ITEM 11) (x) 9A. AMENDMENT OF SOLICITATION NO. 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x)CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (See pages 2-3) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Julie K. Karr, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15C. DATE SIGNED 15B. CONTRACTOR/OFFEROR RY (Signature of Contracting Officer) (Signature of person authorized to sign)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

I. The purpose of Modification 121 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2008 through September 30, 2008. Of the available Award Fee pool of \$984,658.00, the contractor is hereby entitled to \$915,732.00. The contractor has provisionally invoiced the Government for \$590,796.00 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$324,936.00

	Award Fee	Award Fee	Award Fee	Less Provisional	Award Fee
	Available	Unearned	Earned	Invoiced Amount	Due & Payable
Award Fee Period 11	\$984,658.00	\$68,926.00	\$915,732.00	\$590,796.00	\$324,936.00

II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD	AVAILABLE AWARD FEE	<u>EARNED</u> AWARD FEE
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906
04/01/08 - 09/30/08	\$984,658	\$915,732
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	
10/01/09 - 03/31/10	\$980,424	
04/01/10 - 09/30/10	\$980,424	

AMENDMENT OF SOLICITATION/MOD	IFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	13 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.	1 3 5. PROJECT NO. (If applicable)
122	See Block 16C	4200278057	
	DDE JSC	7. ADMINISTERED BY (if other than Item 6)	CODE USC
NASA/Johnson Space Center Attn: Michael Duckworth/) 2101 NASA Parkway Houston TX 77058-3696	ЭН3	NASA/Johnson Space Cent Attn: Michael Duckworth 2101 NASA Parkway Houston TX 77058-3696	
B. NAME AND ADDRESS OF CONTRACTOR (No.	street, county. State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.	
AYTHEON TECHNICAL SERVICE Attn: Lee Anne Ward Bay Terrace II 55 Forge River Rd, Suite 10USTON TX 77598-4357		9B. DATED (SEE ITEM 11) × 10A. MODIFICATION OF CONTRACT/ORD NAS9-02102	DER NO.
	Less out the Anna	10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	02/03/2003 AMENDMENTS OF SOLICITATIONS	
separate letter or telegram which includes a refer THE PLACE DESIGNATED FOR THE RECEIPT	ence to the solicitation and amendment πυπ OF OFFERS PRIOR TO THE HOUR AND offer already submitted, such change may and is received prior to the opening hour an	edging receipt of this amendment on each copy of nbers. FAILURE OF YOUR ACKNOWLEDGEMEN DATE SPECIFIED MAY RESULT IN REJECTION be made by telegram or letter, provided each teleg id date specified. t Increase:	IT TO BE RECEIVED AT OF YOUR OFFER. If by
13. THIS ITEM ONLY APPLIES 1	O MODIFICATION OF CONTRACTS/ORDE	RS. IT MODIFIES THE CONTRACT/ORDER NO. I	AS DESCRIBED IN ITEM 14.
CHECK ONE A. THIS CHANGE ORDER IS ISSU ORDER NO. IN ITEM 10A.	ED PURSUANT TO: (Specify authority) TH	E CHANGES SET FORTH IN ITEM 14 ARE MADI	E IN THE CONTRACT
Х	TRACT/ORDER IS MODIFIED TO REFLEC INTH IN ITEM 14, PURSUANT TO THE AU MENT IS ENTERED INTO PURSUANT TO	T THE ADMINISTRATIVE CHANGES (such as cha THORITY OF FAR 43 103(b). AUTHORITY OF:	nges in paying office,
D. OTHER (Specify type of modifice	tion and authority)		
IMPORTANT: Contractor Sis no	t. [] is required to sign this document a	nd return O copies to the i	ssuing office.
4. DESCRIPTION OF AMENDMENT/MODIFICATI ee Page 2	ON (Organized by UCF section headings, i	ncluding solicitation/contract subject matter where	feasible.)
		•	
Except as provided herein, all terms and conditions 5A. NAME AND TITLE OF SIGNER (Type or print)		DA, as heretofore changed, remains unchanged and 16A. NAME AND TITLE OF CONTRACTING OF Julie K. Karr	
58. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	12/18/2008
ISN 7540-01-152-8070 Previous edition unusable		17	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA
TOTIOGO BURDAT URINDODIO			FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by \$318,000.00 from \$133,779,653.22 to \$134,097,653.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 122	TOTAL.
Cost	\$123,599,862.03	\$294,444.44	\$123,894,306.47
Fee	\$10,179,791.19	\$23,555.56	\$10,203,346.75
Total	\$133,779,653.22	\$318,000.00	\$134,097,653.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$123,894,306.47. This allotment covers the following estimated period of performance through: January 23, 2009.
- (b.) An additional amount of \$10,203,346.75 is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFIC	ATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
	3. EFFECTIVE DATE	TA RE	UISITION/PURCHASE REQ. NO.], 5. PROJECT NO. (If applic	3 able)
2. AMENDMENT/MODIFICATION NO.		i	280925		,
L23 SISSUED BY CODE	See Block 16C		MINISTERED BY (If other than Item 6)	CODE JSC	
NASA/Johnson Space Center Attn: Michael Duckworth/ BH: 2101 NASA Parkway Houston TX 77058-3696		Att 210	A/Johnson Space Center: n: Michael Duckworth, NASA Parkway ston TX 77058-3696	er	***
B. NAME AND ADDRESS OF CONTRACTOR (No., street	at, county. State and ZIP Code;	(x) 94	A. AMENDMENT OF SOLICITATION NO.		
RAYTHEON TECHNICAL SERVICES Attn: Lee Anne Ward Bay Terrace II 055 Forge River Rd, Suite 12 100STON TX 77598-4357		x 10	B. DATED (SEE ITEM 11) DA. MODIFICATION OF CONTRACT/ORD AS 9 ~ 0.2.1.0.2	DER NO.	
	T	i i	OB. DATED (SEE ITEM 13)		
CODE	FACILITY CODE 11. THIS ITEM ONLY APPLIES	1 1	02/03/2003		
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an of reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If re	OFFERS PRIOR TO THE HOUR At fer afready submitted, such change many is received prior to the opening hounguired)	ND DATE SI hay be made ir and date s Net: In	PECIFIED MAY RESULT IN REJECTION by telegram or letter, provided each telegoedfied. CTEASE:	of YOUR OFFER. If by gram or letter makes \$4,177,505.00	
13. THIS ITEM ONLY APPLIES TO	MODIFICATION OF CONTRACTS/OF	RDERS. IT N	MODIFIES THE CONTRACT/ORDER NO.	AS DESCRIBED IN ITEM 14.	.,,.,
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FOR: C. THIS SUPPLEMENTAL AGREEME	ACT/ORDER IS MODIFIED TO REFL TH IN ITEM 14, PURSUANT TO THE NT IS ENTERED INTO PURSUANT	ECT THE A AUTHORIT	IGES SET FORTH IN ITEM 14 ARE MAD DMINISTRATIVE CHANGES (such as ch Y OF FAR 43.103(b). RITY OF:		
D. OTHER (Specify type of modification					
X FAR 52.323-22 Limit E.IMPORTANT: Contractor Sis not.	is required to sign this docume		o conies to the	issuing office.	
14 DESCRIPTION OF AMENDMENT/MODIFICATION See Page 2	N (Organized by UCF section heading	gs, including	solicitation/contract subject matter where	e feasible.)	
Except as provided herein, all terms and conditions of 15A NAME AND TITLE OF SIGNER (Type or print)	the document referenced in Item 9A	16A	eratofore changed, remains unchanged an NAME AND TITLE OF CONTRACTING Lilie K. Karr	S OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	ED 168	UNITED STATES OF AMERICA	16C. DATE	SIGNED
(Signature of person authorized to sign)		4	(Signature of Contracting Officer)		0 1
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV Prescribed by GSA FAR (48 CFR) 53.243	. 10-83}

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by \$4,177,505 from \$134,097,653.22 to \$138,275,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 123	TOTAL
Cost	\$123,894,306.47	\$3,850,235.02	\$127,744,541.49
Fee	\$10,203,346.75	\$327,269.98	\$10,530,616.73
Total	\$134,097,653.22	\$4,177,505.00	\$138,275,158.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$127,744,541.49. This allotment covers the following estimated period of performance through: March 20, 2009.
- (b.) An additional amount of \$10,530,616.73 is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATIO			1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	UISITION/PURCHASE REQ. NO.	15. F	1 3 PROJECT NO. (If applicable)	
124	See Block 16C	4200	0284232		(
6. ISSUED BY CODE	JSC	7. AD	MINISTERED BY (If other than Ite	m 6) CO	DE JSC	
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	3	Att 210	A/Johnson Space C n: Michael Duckwo 1 NASA Parkway ston TX 77058-369	rth/ BH3		
8. NAME AND ADDRESS OF CONTRACTOR (No. street	f county State and ZID Code)	loa	AMENOMENT OF SOLICITATIO	N NO		
8 NAME AND ADDRESS OF CONTRACTOR (No. street county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		9B	DATED (SEE ITEM 11) A MODIFICATION OF CONTRAC			
CODE	FACILITY CODE		3. DATED (SEE ITEM 13)			
		1 1	2/03/2003			
The above numbered solicitation is amended as set fo	11. THIS ITEM ONLY APPLIES TO				· · · · · · · · · · · · · · · · · · ·	
13. THIS ITEM ONLY APPLIES TO ME CHECK ONE A. THIS CHANGE ORDER IS ISSUED P ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	···	1E CHANG	ES SET FORTH IN ITEM 14 ARE	MADE IN THE C	ONTRACT	
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO	AUTHORI	TY OF:	······································	***************************************	
O. OTHER (Specify type of modification is	and authority)				**************************************	
X FAR 52.323-22 Limita	tion of Funds					
E. IMPORTANT: Contractor 🗵 is not.	is required to sign this document ar	and return	0 copies to	the issuing office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, ii	including s	olicitation/contract subject matter v	vhere (easible.)		
Except as provided herein, all terms and conditions of the	document referenced in Item 9A or 10					
ISA. NAME AND TITLE OF SIGNER (Type or print)		- f	NAME AND TITLE OF CONTRACT R. Carpentier	ING OFFICER (1	ype or print)	
ISB. CONTRACTOR/OFFEROR	15C. DATE SIGNED	<u>.</u>	NITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)	TO MARINE		(Signature of Contracting Of	ficer)	_ 2-23-09	
NCN 7640 01 162 0070			The state of the s			

NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Modify Clause B.4, CONTRACT FUNDING and change contract funding by \$477,000 from \$138,275,158.22 to \$138,752,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 124	TOTAL
Cost	\$127,744,541.49	\$439,631.34	\$128,184,172.83
Fee	\$10,530,616.73	\$37,368.66	\$10,567,985.39
Total	\$138,275,158.22	\$477,000.00	\$138,752,158.22

2. Update the Contracting Officer from Julie K. Karr to John R. Carpentier.

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$128,184,172.83. This allotment covers the following estimated period of performance through: March 27, 2009.
- (b.) An additional amount of **\$10,567,985.39** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
125	See Block 16C	4200286893			
S ISSUED BY CODE	JSC	7. ADMINISTERED BY (If other than liem 6)	CODE JSC		
NASA/Johnson Space Center		NASA/Johnson Space Cente:			
Attn: Michael Duckworth/ BH3 2101 NASA Parkway	}	Attn: Michael Duckworth/ 2101 NASA Parkway	13H.3		
Houston TX 77058-3696		Houston TX 77058-3696			
B. NAME AND ADDRESS OF CONTRACTOR (No., street	l, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.	,		
RAYTHEON TECHNICAL SERVICES COMPANY		'			
ttn: Lee Anne Ward		9B. DATED (SEE ITEM 11)			
ay Terrace II	2				
55 Forge River Rd, Suite 120 OUSTON TX 77598-4357	J	× 10A. MODIFICATION OF CONTRACT/ORDER NO.			
00\$10N 1X //398-433/		WAS9-02102			
		10B. DATED (SEE ITEM 13)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
ODE	FACILITY CODE	02/03/2003			
	11. THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SOLICITATIONS			
reference to the solicitation and this amendment, and 2. ACCOUNTING AND APPROPRIATION DATA (if req	uired)				
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/ORDER	RS. IT MODIFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN ITEM 14.		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) THE	CHANGES SET FORTH IN ITEM 14 ARE MADE I	N THE CONTRACT		
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTI-	CT/ORDER IS MODIFIED TO REFLECT I IN ITEM 14, PURSUANT TO THE AUT	THE ADMINISTRATIVE CHANGES (such as chang HORITY OF FAR 43.103(b).	ges in paying office,		
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO A	UTHORITY OF:			
D. OTHER (Specify type of modification	and authority)				
X FAR 52.323-22 Limita	tion of Funds				
, IMPORTANT: Contractor Si is riot.	is required to sign this document an	d return O copies to the iss	uing office.		
4. DESCRIPTION OF AMENDMENT/MODIFICATION ee Page 2	Organized by UCF section headings, in	cluding solicitation/contract subject matter where fe	asible.)		
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		•			
Tunnel on provided bornin all house and an distance of the	n don mant referenced in lines 05 40	A as haratafore channed romains unchanged and	in full force and effect		
Except as provided herein, all terms and conditions of the 5A. NAME AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or 10.	16A. NAME AND TITLE OF CONTRACTING OF			
, 2,		Julie K. Karr			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168. UNITED STATES OF AMERICA	16C. DATE SIGNED		
		1 Xilinkla	2//		
(Signature of person authorized to sign)	en embet	(Signature of Contracting Officer)	5//9/07		
NSN 7540-01-152-8070			STANDARD FORM 30 (REV. 10-83)		
Previous edition unusable			Prescribed by GSA FAR (48 CFR) 53.243		

NAS 9-02	102
Modification	125
Page 2	of 3

The purpose of this modification is to:

1. Modify Clause B.4, CONTRACT FUNDING and change contract funding by \$800,000 from \$138,752,158.22 to \$139,552,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 125	TOTAL
Cost	\$128,184,172.83	\$737,327.19	\$128,921,500.02
Fee	\$10,567,985.39	\$62,672.81	\$10,630,658.20
Total	\$138,752,158.22	\$800,000.00	\$139,552,158.22

	N	AS	9-	02	!1()2
Mo	odi	fica	itic	n	12	25
		Pa	ge	3	of	3

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$128,921,500.02. This allotment covers the following estimated period of performance through: April 10, 2009.
- (b.) An additional amount of \$10,630,658.20 is obligated under this contract for payment of fee.

(End of Clause)

AMENDMEN	NT OF SOLICITATIO	N/MODIFICATION	OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES
2. AMENDMEN	T/MODIFICATION NO.	3. EFF	ECTIVE DATE	4. REC	UISITION/PURCHASE REQ. NO.	15 ppr	1 3 DJECT NO. (If applicable)
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6. ISSUED BY	·········	CODE JSC	DIOCK FOC	7. ADI	MINISTERED BY (If other than Item 6)	CODE	JSC
Attn: Mi 2101 NAS	nson Space Ce chael Duckwor TA Parkway TX 77058-3696	th/ BH3		NAS Atti 210	A/Johnson Space Cent n: Michael Duckworth 1 NASA Parkway ston TX 77058-3696		
8. NAME AND /	ADDRESS OF CONTRACT	TOR (No., street, county,	State and ZIP Code)	(x) 9A	AMENDMENT OF SOLICITATION NO.		······································
Attn: Lee Bay Terra 55 Forge	TECHNICAL, SER e Anne Ward ace II e River Rd, Su rx 77598-4357		ANY	9B.	DATED (SEE ITEM 11) A MODIFICATION OF CONTRACTIONS IS 9-02102	DER NO.	
				100	Datter Approximation		
CODE	······································	TFACILI	TY CODE		3. DATED (SEE ITEM 13)		
			HIS ITEM ONLY APPLIES 1	1 1	2/03/2003	**************************************	
	NG AND APPROPRIATION		1.4.	et Inc.	rease:	\$7,000	,000.00
	A. THIS CHANGE ORDER ORDER NO. IN ITEM 10 B. THE ABOVE NUMBERE appropriation date, etc.)	IS ISSUED PURSUAL DA. ED CONTRACT/ORDE SET FORTH IN ITEM	NT TO: (Specify authority) T	THE CHANG CT THE ADI UTHORITY	ES SET FORTH IN ITEM 14 ARE MADI MINISTRATIVE CHANGES (such as che OF FAR 43.103(b).	EIN THE CON	TRACT
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X E. IMPORTANT: 14. DESCRIPTION CARROLL SERVICE Except as provide	A. THIS CHANGE ORDER ORDER NO. IN ITEM 10 B. THE ABOVE NUMBERE appropriation date, etc.) C. THIS SUPPLEMENTAL D. OTHER (Specify type of FAR 52.232-22 Contractor ON OF AMENDMENT/MOD 2	IS ISSUED PURSUANDA. ED CONTRACT/ORDE SET FORTH IN ITEM AGREEMENT IS ENT modification and auth Limitation (X) is not. () is rec DIFICATION (Organize	NT TO: (Specify authority) TO: (Specify authority) TO: R IS MODIFIED TO REFLEIT 14, PURSUANT TO THE A ERED INTO PURSUANT TO only) Of: F'unds quired to sign this document and by UCF section headings,	THE CHANG CT THE ADI UTHORITY D AUTHORI and return including so	MINISTRATIVE CHANGES (such as che OF FAR 43.103(b). TY OF: Ocopies to the in Micitalian/contract subject matter where	in the CON	d effect

Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Modify Clause B.4, CONTRACT FUNDING and change contract funding by \$7,000,000 from \$139,552,158.22 to \$146,552,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 126	TOTAL
Cost	\$128,921,500.02	\$6,451,612.90	\$135,373,112.92
Fee	\$10,630,658.20	\$548,387.10	\$11,179,045.30
Total	\$139,552,158.22	\$7,000,000.00	\$146,552,158.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$135,373,112.92. This allotment covers the following estimated period of performance through: July 31, 2009.
- (b.) An additional amount of **\$11,179,045.30** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REC	UISITION/PURCHASE REQ. NO.	5 PR	1 DIECT NO	1.8 . (If applicable)
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NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		Att: 210	A/Johnson Space Center n: Michael Duckworth/ Bi l NASA Parkway ston TX 77058-3696	EE	Landings	
S NAME AND ADDRESS OF CONTRACTOR (A)	anustry Claim and TID Codes	100	AMENDMENT OF SOLICITATION NO			
e.NAME AND ADDRESS OF CONTRACTOR (No. street RAYTHEON TECHNICAL SERVICES (Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357	COMPANY	9B.	AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) A MODIFICATION OF CONTRACT/ORDER NO. S 9 - 0 2 1 0 2	D.		
CODE	FACILITY CODE		2/03/2003			
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	s received prior to the opening hour a uired) DDIFICATION OF CONTRACTS/ORD	nd date spe ERS. IT MC		CRIBE	D IN ITEM 1	14.
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMENT			MINISTRATIVE CHANGES (such as changes in OF FAR 43.103(b). TY OF:	n payin	g office,	
O. OTHER (Specify type of modification is						
X FAR 52.22-41 Service	**					
	is required to sign this document a	and cottern	0 copies to the issuing	office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (The purpose of this modificate the Department of Labor (DOL) The DOL Wage Determination is No. 67152 and Wage Determinate Except as provided herein, all terms and conditions of the	tion is to incorpor Wage Determinations April 1, 2009. The sign 2005-2516 (R8)	ate th n intc his Mc	te current Standard Form the contract. The effort diffication incorporates and July 23, 2008 into the	n (SI ect: : NAS	ive da SA Not ontrac	te of ice
15A NAME AND TITLE OF SIGNER (Type or print)	and a second sec		AME AND TITLE OF CONTRACTING OFFICE			
		J. 1	R. Carpentier			
15B. CONTRACTOR/OFFEROR	15C DATE SIGNED		NITED STATES OF AMERICA			DATE SIGNED
(Signature of person authorized to sign)			(Signaturi of Conflecting Officer)		٤	1-28-09

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration 12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Harris County, TX; 2005-2516, Occupations included in "DOL Directory" Computer Operator, II Drafter, IV Engineering Technician, II Engineering Technician, III Engineering Technician, III	13. NUMBER OF EMPLOYEES IN EACH CLASS 3 1 1 8 7 30	11. Notice No. NASA 67152 14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED GS-5 \$16.61 GS-5 \$16.61 GS-8 \$22.79 GS-3 \$13.23 GS-4 \$14.85
Harris County, TX; 2005-2516, Occupations included in "DOL Directory" Computer Operator, II Drafter, II Drafter, IV Engineering Technician, I Engineering Technician, III	3 1 1 8 7 30	THAT WOULD BE PAID IF FEDERALLY EMPLOYED GS-5 \$16.61 GS-5 \$16.61 GS-8 \$22.79 GS-3 \$13.23 GS-4 \$14.85
Directory" Computer Operator, II Drafter, II Drafter, IV Engineering Technician, I Engineering Technician, III Engineering Technician, III	3 1 1 8 7 30	PAID IF FEDERALLY EMPLOYED GS-5 \$16.61 GS-5 \$16.61 GS-8 \$22.79 GS-3 \$13.23 GS-4 \$14.85
Drafter, II Drafter, IV Engineering Technician, I Engineering Technician, II Engineering Technician, III	1 1 8 7 30	GS-5 \$16.61 GS-8 \$22.79 GS-3 \$13.23 GS-4 \$14.85
Drafter, IV Engineering Technician, I Engineering Technician, II Engineering Technician, III	1 8 7 30	GS-8 \$22.79 GS-3 \$13.23 GS-4 \$14.85
Engineering Technician, I Engineering Technician, II Engineering Technician, III	8 7 30	GS-3 \$13.23 GS-4 \$14.85
Engineering Technician, II Engineering Technician, III	7 30	GS-4 \$14.85
Engineering Technician, III	30	
		CC E \$46.64
	*	GS-5 \$16.61
Engineering Technician, IV	4	GS-7 \$20.58
Forklift Operator	3	WG-5 \$16.18
General Clerk, I	2	GS-2 \$12.12
General Clerk, II	3	GS-3 \$13.23
General Clerk, III	7	GS-4 \$14.85
Laborer	1	WG-2 \$12.45
Machinists, Maintenance	9	WG-10 \$24.18
Messenger (Courier)	1	GS-1 \$10.78
Production Control Clerk	3	GS-6 \$18.52
Scheduler Maintenance	2	GS-4 \$14.85
Secretary, I	3	GS-4 \$14.85
Secretary, II	2	GS-5 \$16.61
Secretary, III	3	GS-6 \$18.52
Sewing Machine Operator	1	WG-6 \$18.54
Shipping/Receiving Clerk	3	WG-4 \$15.49
Supply Technician	1	GS-7 \$20.58
Welder, Combination, Maintenance	3	WG-10 \$24.18
Conformed Positions:		
NBL Dive Operations Specialist, I (\$17.52)	19	GS-3 \$13.23
NBL Dive Operations Specialist, II (\$19.02)	9	GS-4 \$14.85
NBL Dive Operations Specialist, III (\$22.46)	29	GS-5 \$16.61
NBL Dive Operations Specialist, IV (\$27.69)	5	GS-7 \$20.58



NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

Rev. Feb. 1973 1. Notice No. 67152

Procurement Type Option/Extension Name of Organization Raytheon Technical Services Co., LLC

2. Estimated Solicitation Date to be Opened or Negotiations Begun Not Entered

3. Estimated Date Bids or Proposals to be Opened or Negotiations Begin 04/07/2009

5. Places of Performance

1. Harris, TX

6. Services to be performed

Description of Services to be Performed

Other

Neutral Buoyancy Lab/ Space Vehicle Mockup Facility Operations

7. Information about performance

Services Now Performed by Contractors

8a. Name and address of incumbent contractor

Number of Contractors: 1

#1 Name: Raytheon Technical Services Co., LLC

Address: 2224 Bay Area Blvd

City: Houston

State: TX

Zip: 77058

8b. Year and Sequence Number of any wage determinations in incumbent's contracts

Number of Wage Determinations: 1

Year

Sequence

#1 2005

Number 2516

8c. Name of union if services are being performed under collective bargaining agreements

Number of Unions: 0

9. Official Submitting Notice First Name: Michael Last Name: Duckworth

Email: michael.w.duckworth@nasa.gov

Phone: 281-483-0937 Ext:

Fax: Not Entered

Date: 4/7/2009

10. Department, Agency, Bureau, or Division National Aeronautics and Space Administration 11. Name and address of contact person

Name: Michael Duckworth Address: 2101 Nasa Pkwy

City: Houston

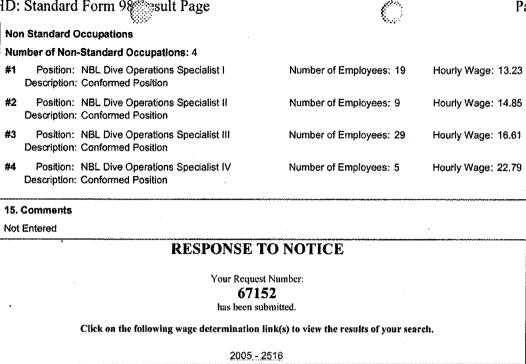
State: TX

Zip: 77058

Standard Occupations

Number of Standard Occupations: 23

12. Occupation	13. Number of employees	14. Hourly wage
Computer Operator II	3	16.61
Drafter/CAD Operator II	1	16.61
Drafter/CAD Operator IV	1	22.79
Engineering Technician I	8	13.23
Engineering Technician II	7	14.85
Engineering Technician III	30	16.61
Engineering Technician IV	4	22.79
Forklift Operator	3	17.02
General Clerk I	2	12.12
General Clerk il	3	13.23
General Clerk III	7	14.85
Laborer	1	12.45
Machinist, Maintenance	9	24.18
Messenger Courier	1	10.78
Production Control Clerk	3	18.52
Scheduler, Maintenance	2	14.85
Secretary I	3	14.85
Secretary II	2	16.61
Secretary III	3	18.52
Sewing Machine Operator	1	18.54
Shipping/Receiving Clerk	3	15.49
Supply Technician	1	22.79
Welder, Combination, Maintenance	3	24.18



For help with the SF-98 Form please contact the

Wage and Hour Division at (202) 515-2666.

To check the status of your SF-98 request(s), please contact the Wage and Hour Division at (202) 693-0073.

Representatives are available Monday through Friday from 8 AM until 5 PM EST

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v2.0.1 06/06/2008

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS **ADMINISTRATION** WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210

Shirley F. Ebbesen Director

OCCUPATION CODE - TITLE

Division of Wage **Determinations**

Wage Determination No.: 2005-2516

MINIMUM WAGE RATE

Revision No.: 8

Date of Last Revision: 07/23/2008

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 14.58 01012 - Accounting Clerk II 16.38 01013 - Accounting Clerk III 18,32 01020 - Administrative Assistant 23.55 01040 - Court Reporter 21.79 01051 - Data Entry Operator I 11.67 01052 - Data Entry Operator II 14.32 01060 - Dispatcher, Motor Vehicle 15.40 01070 - Document Preparation Clerk 13,41 01090 - Duplicating Machine Operator 13.41 01111 - General Clerk I 10.80 01112 - General Clerk II 12.97 01113 - General Clerk III 14.88 20.55 01120 - Housing Referral Assistant 01141 - Messenger Courier 11.95 01191 - Order Clerk I 13.52

01192 - Order Clerk II	15 .24
01261 - Personnel Assistant (Employment) I	14 .74
01262 - Personnel Assistant (Employment) II	16 .50
01263 - Personnel Assistant (Employment) III	18 .38
01270 - Production Control Clerk	19 .10
01280 - Receptionist	12 .02
01290 - Rental Clerk	14 .75
01300 - Scheduler, Maintenance	15 .92
01311 - Secretary I	15 .92
01312 - Secretary II	17 .73
01313 - Secretary III	20 .55
01320 - Service Order Dispatcher	14 .63
01410 - Supply Technician	23 .55
01420 - Survey Worker	16 .59
01531 - Travel Clerk I	13 .17
01532 - Travel Clerk II	14 .22
01533 - Travel Clerk III	15 .20
01611 - Word Processor I	12 .27
01612 - Word Processor II	14 .75
01613 - Word Processor III	16 .59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24 .80
05010 - Automotive Electrician	22 .66
05040 - Automotive Glass Installer	21 .68
05070 - Automotive Worker	20 .91
05110 - Mobile Equipment Servicer	19 .27
05130 - Motor Equipment Metal Mechanic	24 .53
05160 - Motor Equipment Metal Worker	20 .91
05190 - Motor Vehicle Mechanic	24 .53
05220 - Motor Vehicle Mechanic Helper	18 .48
05250 - Motor Vehicle Upholstery Worker	19 .84
05280 - Motor Vehicle Wrecker	20 .91
05310 - Painter, Automotive	22 .66
05340 - Radiator Repair Specialist	22 .88
05370 - Tire Repairer	14 .40
· · · · · · · · · · · · · · · · · · ·	

05400 - Transmission Repair Specialist	25 .17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .04
07041 - Cook I	8 .65
07042 - Cook II	9 .89
07070 - Dishwasher	8 .11
07130 - Food Service Worker	8 .87
07210 - Meat Cutter	12 .36
07260 - Waiter/Waitress	7 .97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16 .65
09040 - Furniture Handler	11 .74
09080 - Furniture Refinisher	16 .09
09090 - Furniture Refinisher Helper	13 .74
09110 - Furniture Repairer, Minor	15 .29
09130 - Uphoisterer	16 .65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .90
11060 - Elevator Operator	8 .17
11090 - Gardener	14 .52
11122 - Housekeeping Aide	8 .17
11150 - Janitor	8 .17
11210 - Laborer, Grounds Maintenance	. 10 .93
11240 - Maid or Houseman	7 .73
11260 - Pruner	8 .99
11270 - Tractor Operator	12 .82
11330 - Trail Maintenance Worker	10 .93
11360 - Window Cleaner	8 .92
12000 - Health Occupations	
12010 - Ambulance Driver	14 .22
12011 - Breath Alcohol Technician	15 .64
12012 - Certified Occupational Therapist Assistant	19 .58
12015 - Certified Physical Therapist Assistant	20 .48
12020 - Dental Assistant	15 .64
12025 - Dental Hygienist	32 .49
12030 - EKG Technician	23 .56

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12035 - Electroneurodiagnostic Technologist	23 .56
12040 - Emergency Medical Technician	14 .22
12071 - Licensed Practical Nurse I	18 .29
12072 - Licensed Practical Nurse II	20 .52
12073 - Licensed Practical Nurse III	22 .09
12100 - Medical Assistant	12 .40
12130 - Medical Laboratory Technician	15 .25
12160 - Medical Record Clerk	13 .21
12190 - Medical Record Technician	16 .02
12195 - Medical Transcriptionist	16 .40
12210 - Nuclear Medicine Technologist	31 .94
12221 - Nursing Assistant I	7 .08
12222 - Nursing Assistant II	9 .82
12223 - Nursing Assistant III	10 .62
12224 - Nursing Assistant IV	12 .40
12235 - Optical Dispenser	15 .26
12236 - Optical Technician	13 .90
12250 - Pharmacy Technician	17 .44
12280 - Phlebotomist	13 .30
12305 - Radiologic Technologist	24 .27
12311 - Registered Nurse I	28 .55
12312 - Registered Nurse II	33 .22
12313 - Registered Nurse II, Specialist	35 .29.
12314 - Registered Nurse III	42 .25
12315 - Registered Nurse III, Anesthetist	42 .25
12316 - Registered Nurse IV	50 .64
12317 - Scheduler (Drug and Alcohol Testing)	19 .86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .30
13012 - Exhibits Specialist II	24 .74
13013 - Exhibits Specialist III	28 .94
13041 - Illustrator I	18 .07
13042 - Illustrator II	22 .56
13043 - Illustrator III	27 .38
13047 Librarian	26 69

13050 - Library Aide/Clerk	10 .00
13054 - Library Information Technology Systems Administrator	24 .09
13058 - Library Technician	14 .58
13061 - Media Specialist I	17 .39
13062 - Media Specialist II	19 .46
13063 - Media Specialist III	21 .68
13071 - Photographer I	13 .93
13072 - Photographer II	17 .60
13073 - Photographer III	22 .56
13074 - Photographer IV	26 .40
13075 - Photographer V	30 .06
13110 - Video Teleconference Technician	15 .21
14000 - Information Technology Occupations	
14041 - Computer Operator I	16 .26
14042 - Computer Operator II	18 .19
14043 - Computer Operator III	20 .28
14044 - Computer Operator IV	22 .60
14045 - Computer Operator V	24 .95
14071 - Computer Programmer I (1)	23 .23
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16 .26
14160 - Personal Computer Support Technician	22 .60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30 .06
15020 - Aircrew Training Devices Instructor (Rated)	36 .39
15030 - Air Crew Training Devices Instructor (Pilot)	43 .20
15050 - Computer Based Training Specialist / Instructor	28 .27
15060 - Educational Technologist	29 .02
15070 - Flight Instructor (Pilot)	43 .20

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15080 - Graphic Artist	23 .11
15090 - Technical Instructor	20 .99
15095 - Technical Instructor/Course Developer	25 .68
15110 - Test Proctor	18 .43
15120 - Tutor	18 .43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occu	pations
16010 - Assembler	9 .03
16030 - Counter Attendant	9 .03
16040 - Dry Cleaner	10 .89
16070 - Finisher, Flatwork, Machine	9 .03
16090 - Presser, Hand	9 .03
16110 - Presser, Machine, Drycleaning	9 .03
16130 - Presser, Machine, Shirts	9 .03
16160 - Presser, Machine, Wearing Apparel, Laundry	9 .03
16190 - Sewing Machine Operator	12 .26
16220 - Tailor	13 .20
16250 - Washer, Machine	9 .91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18 .32
19040 - Tool And Die Maker	21 .12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12 .84
21030 - Material Coordinator	18 .58
21040 - Material Expediter	18 .58
21050 - Material Handling Laborer	12 .26
21071 - Order Filler	11 .46
21080 - Production Line Worker (Food Processing)	12 .84
21110 - Shipping Packer	13 .82
21130 - Shipping/Receiving Clerk	13 .82
21140 - Store Worker I	10 .53
21150 - Stock Clerk	14 .93
21210 - Tools And Parts Attendant	13 .58
21410 - Warehouse Specialist	12 .84

23000 - Mechanics And Maintenance And Repair Occupations 28.07 23010 - Aerospace Structural Welder 23021 - Aircraft Mechanic I 26 .73 23022 - Aircraft Mechanic II 28.07 29,47 23023 - Aircraft Mechanic III 20.93 23040 - Aircraft Mechanic Helper 23050 - Aircraft, Painter 24.39 23.28 23060 - Aircraft Servicer 24.53 23080 - Aircraft Worker 17.26 23110 - Appliance Mechanic 13.91 23120 - Bicycle Repairer 24.90 23125 - Cable Splicer 18.58 23130 - Carpenter, Maintenance 16.21 23140 - Carpet Layer 23160 - Electrician, Maintenance 26.51 19.33 23181 - Electronics Technician Maintenance I 23182 - Electronics Technician Maintenance II 23 .28 23183 - Electronics Technician Maintenance III 24 .48 23260 - Fabric Worker 15.97 18.14 23290 - Fire Alarm System Mechanic 23310 - Fire Extinguisher Repairer 14.78 23311 - Fuel Distribution System Mechanic 19.17 16.33 23312 - Fuel Distribution System Operator 17.01 23370 - General Maintenance Worker 26.73 23380 - Ground Support Equipment Mechanic 23381 - Ground Support Equipment Servicer 23.28 23382 - Ground Support Equipment Worker 24.53 14.78 23391 - Gunsmith I 23392 - Gunsmith II 17.07 23393 - Gunsmith III 19,16 23410 - Heating, Ventilation And Air-Conditioning 20.06 Mechanic 23411 - Heating, Ventilation And Air Conditioning 20 .93 Mechanic (Research Facility) 23430 - Heavy Equipment Mechanic 17.68

23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	21 .38
23465 - Laboratory/Shelter Mechanic	18 .23
23470 - Laborer	10 .97
23510 - Locksmith	17 .26
23530 - Machinery Maintenance Mechanic	20 .81
23550 - Machinist, Maintenance	20 .16
23580 - Maintenance Trades Helper	13 .58
23591 - Metrology Technician I	21 .38
23592 - Metrology Technician II	22 .31
23593 - Metrology Technician III	23 .25
23640 - Millwright	20 .48
23710 - Office Appliance Repairer	17 .26
23760 - Painter, Maintenance	17 .26
23790 - Pipefitter, Maintenance	19 .44
23810 - Plumber, Maintenance	18 .98
23820 - Pneudraulic Systems Mechanic	19 .16
23850 - Rigger	19 .47
23870 - Scale Mechanic	17 .07
23890 - Sheet-Metal Worker, Maintenance	18.14
23910 - Small Engine Mechanic	17 .07
23931 - Telecommunications Mechanic I	23 .20
23932 - Telecommunications Mechanic II	24 .23
23950 - Telephone Lineman	23 .20
23960 - Welder, Combination, Maintenance	19 .16
23965 - Well Driller	19 .16
23970 - Woodcraft Worker	19.16
23980 - Woodworker	13 .67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9 .68
24580 - Child Care Center Clerk	12 .06
24610 - Chore Aide	6 .55
24620 - Family Readiness And Support Services Coordinator	11 .43
24630 - Homemaker	15 .41

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21 .14
25040 - Sewage Plant Operator	17 .00
25070 - Stationary Engineer	21 .14
25190 - Ventilation Equipment Tender	14 .33
25210 - Water Treatment Plant Operator	16 .65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14 .82
27007 - Baggage Inspector	10 .14
27008 - Corrections Officer	18 .04
27010 - Court Security Officer	18 .04
27030 - Detection Dog Handler	17 .90
27040 - Detention Officer	18 ,04
27070 - Firefighter	17 .90
27101 - Guard I	10 .14
27102 - Guard II	17 .90
27131 - Police Officer I	23 .33
27132 - Police Officer II	25 .99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10 .69
28042 - Carnival Equipment Repairer	11 .24
28043 - Carnival Equpment Worker	8 .25
28210 - Gate Attendant/Gate Tender	13 .90
28310 - Lifeguard	12 .38
28350 - Park Attendant (Aide)	15 .55
28510 - Recreation Aide/Health Facility Attendant	11 .35
28515 - Recreation Specialist	17 .83
28630 - Sports Official	12 .38
28690 - Swimming Pool Operator	15 .85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17 .78
29020 - Hatch Tender	17 .78
29030 - Line Handler	17 .78
29041 - Stevedore I	16 .63

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29042 - Stevedore II	18 .93
30000 - Technical Occupations	20.22
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38 .22
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26 .36
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	29 .02
30021 - Archeological Technician I	19 .34
30022 - Archeological Technician II	23 .15
30023 - Archeological Technician III	28 .91
30030 - Cartographic Technician	28 .67
30040 - Civil Engineering Technician	27 .30
30061 - Drafter/CAD Operator I	19 .18
30062 - Drafter/CAD Operator II	23 .15
30063 - Drafter/CAD Operator III	2580
30064 - Drafter/CAD Operator IV	29 .47
30081 - Engineering Technician I	16 .59
30082 - Engineering Technician II	20 .41
30083 - Engineering Technician III	22 .83
30084 - Engineering Technician IV	28 .28
30085 - Engineering Technician V	36 .15
30086 - Engineering Technician VI	41 .85
30090 - Environmental Technician	27 .24
30210 - Laboratory Technician	23 .55
30240 - Mathematical Technician	28 .67
30361 - Paralegal/Legal Assistant I	19 .94
30362 - Paralegal/Legal Assistant II	24 .71
30363 - Paralegal/Legal Assistant III	30 .22
30364 - Paralegal/Legal Assistant IV	35 .81
30390 - Photo-Optics Technician	28 .67
30461 - Technical Writer I	20 .79
30462 - Technical Writer II	25 .43
30463 - Technical Writer III	29 .06
30491 - Unexploded Ordnance (UXO) Technician I	24 .29
30492 - Unexploded Ordnance (UXO) Technician II	29 .39
30493 - Unexploded Ordnance (UXO) Technician III	35 .23
30494 - Unexploded (UXO) Safety Escort	24 .29

30495 - Unexploded (UXO) Sweep Personnel	24 .29
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23 .95
30621 - Weather Observer, Senior (2)	27 .71
31000 - Transportation/Mobile Equipment Operation O	ccupations
31020 - Bus Aide	10 .55
31030 - Bus Driver	15 .48
31043 - Driver Courier	12 .73
31260 - Parking and Lot Attendant	8 .34
31290 - Shuttle Bus Driver	13 .87
31310 - Taxi Driver	10 .49
31361 - Truckdriver, Light	13 .87
31362 - Truckdriver, Medium	17 .23
31363 - Truckdriver, Heavy	18.99
31364 - Truckdriver, Tractor-Trailer	18 .99
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10 .65
99095 - Embalmer	21 .55
99251 - Laboratory Animal Caretaker I	9 .49
99252 - Laboratory Animal Caretaker II	10 .62
99310 - Mortician	24 .04
99410 - Pest Controller	14 .21
99510 - Photofinishing Worker	10 .43
99710 - Recycling Laborer	13 .60
99711 - Recycling Specialist	16 .58
99730 - Refuse Collector	12 .13
99810 - Sales Clerk	11 .41
99820 - School Crossing Guard	9 .05
99830 - Survey Party Chief	20 .96
99831 - Surveying Aide	14 .35
99832 - Surveying Technician	18 .13
99840 - Vending Machine Attendant	12 .00
99841 - Vending Machine Repairer	14 .41
99842 - Vending Machine Repairer Helper	12 .31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the

contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

				,,,,	UIVID APP	ROVAL #: 2700-0042
AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT OF CONTRACT 1. CONTRACT ID CODE 1 4 4					PAGE OF PAGES	
2. AM	ENDMENT/MODIFICATION NO. 3. E		REQUISITIO	N/PURCHASE REQ. NO. N/A	5. PROJE	CT NO. (If applicable)
6. ISS	UED BY CODE	BH3/JPH 7.	ADMINISTER	RED BY (If other than Item 6)	CODE	
Attn: 1	Johnson Space Center BH/Michael Duckworth JASA Parkway on, TX. 77058-3696	Se	ee Block 6			
8. NA	ME AND ADDRESS OF CONTRACTOR (No., street, county, State,	and Zip Code)		
Attn: I Bay To 555 Fo	eon Technical Services Company Lee Anne Ward, Sr. Contracts Negotiator errace II orge River Road Suite 120 er, TX 77598-4357					
CODE			FACILITY C	ODE		
(x)	9A. AMENDMENT OF SOLICITATION I	10.	9B. DATED	(SEE ITEM 11)		
Х	10A. MODIFICATION OF CONTRACT/O NAS 9-02102	ORDER NO.	10B. DATE	D (SEE ITEM 13) 2/2/03	3	
	11 THIS	ITEM ONLY APPLIES TO	AMENDMEN	ITS OF SOLICITATIONS		
re	he above numbered solicitation is amende eceipt of Offers must acknowledge receipt of this amendn	d as set forth in Item 14.	The hour and	date specified for	is extended, nded, by one	is not extended.
metho	ds:					
submi ACKN	tted; or (c) By separate letter or telegram v OWLEDGEMENT TO	which includes a reference	to the solicita		rs. FAILURE	OF YOUR
	ECEIVED AT THE PLACE DESIGNATED CTION OF	FOR THE RECEIPT OF (OFFERS PRIC	R TO THE HOUR AND DAT	E SPECIFIE	D MAY RESULT IN
provid	t OFFER. If by virtue of this amendment y ed each telegram					legram or letter,
or lette	er makes reference to the solicitation and t	his amendment, and is re	ceived prior to	the opening nour and date s	specified.	
12. A N/A	CCOUNTING AND APPROPRIATION DA	TA (If required)				
				S OF CONTRACTS/ORDERS SCRIBED IN ITEM 14.(x) (x)		
(x)	A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify	authority) TH	E CHANGES SET FORTH!	N ITEM 14 A	RE MADE IN THE
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,					
	appropriation date, etc.) SET FORTH IN					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement						
d. OTHER (Specify type of modification and authority)						
E. IM	PORTANT: Contractor is not,	X is required to sign	this documen	t and 3	copies to the	e issuing office
14. D	escription of amendment/modification (Org	ganized by UCF section h	eadings, includ	ding solicitation/contract subj	ject matter w	here feasible.)
See P	age 2.					
15A.	NAME AND TITLE OF SIGNER (Type or p	print)	16A. NAME	E AND TITLE OF CONTRAC	TING OFFIC	CER (Type or print)
15B.	CONTRACTOR/OFFEROR15B.	15C. DATE SIGNED		ED STATES OF AMERICA	16	6C. DATE SIGNED
(5	Signature of person authorized to sign)		(Sign	nature of Contracting Officer) [

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

The purpose of this Modification is to restructure Contract Baseline/IDIQ mix due to anticipated increases in Change Requests (CR) for Baseline Projects. Contract value will remain unchanged.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

Baseline Value Recapitulation

	Prior Value	Value of Mod 128	New Contract Value
Cost	\$147,171,632.54	\$2,104,500.00	\$149,276,132.54
Fee	\$13,730,650.00	\$195,500.00	\$13,926,150.00
Total	\$160,902,282.54	\$2,300,000.00	\$163,202,282.54

IDIQ Value Recapitulation

	Prior Value	Value of Mod 128	New Contract Value
Total	\$25,000,000.00	(\$2,300,000.00)	\$22,700,000.00

Award Fee Recapitulation

Evaluation Period	Prior Value	Value of Mod 128	New Contract Value
Period 13	\$999,235	\$65,167	\$1,064,402
Period 14	\$980,424	\$65,167	\$1,045,591
Period 15	\$980,424	\$65,166	\$1,045,590

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

(a) The estimated cost of this contract is \$149,276,132.54. The maximum available award fee, excluding base fee, if any, is \$13,926,150.00. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$163,202,282.54.

(End-of-Clause)

- B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.
- (a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$ 22,700,000. See task order procedures.

(End-of-Clause)

In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD	<u>AVAILABLE</u> <u>AWARD FEE</u>	<u>EARNED</u> <u>AWARD FEE</u>
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888
10/01/07 - 03/31/08	\$1,008,784	\$907,906
04/01/08 - 09/30/08	\$984,658	\$915,732
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$1,064,402	•
10/01/09 - 03/31/10	\$1,045,591	
04/01/10 - 09/30/10	\$1,045,590	

AMENDME	NT OF SOLICITATION/MODIFIC	ATION F CONTRACT	*************************************	1. CONTRACT ID CODE	~	PAGE OF PAGES
2. AMENDMEN	IT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RI	EQUISITION/PURCHASE REQ. N	10.	1 3 5. PROJECT NO (If applicable)
129		See Block 16C		00296031		in appround
6. ISSUED BY	CODE	JSC	7. A	DMINISTERED BY (If other than I	Item 6)	CODE USC
Attn: Mi 2101 NAS	nnson Space Center (chael Duckworth/ BH3 BA Parkway TX 77058-3696	3	At 21	SA/Johnson Space tn: Michael Duckw Ol NASA Parkway uston TX 77058-36	orth/ BH	
3. NAME AND	ADDRESS OF CONTRACTOR (No., street	t. county, State and ZiP Code;	(x) ⁹	A. AMENDMENT OF SOLICITAT	ION NO.	
ttn: Lee Say Terra 55 Forge	e River Rd, Suite 120		9	8. DATED (SEE ITEM 11) OA. MODIFICATION OF CONTRA	ACT/ORDER NO	
OUSTON	TX 77598-4357			JAS9-02102		
CODE		FACILITY CODE		08, DATED (SEE ITEM 13)		
		11. THIS ITEM ONLY APPLIES TO	1 1	02/03/2003		
-1	umbered solicitation is amended as set for					
	A. THIS CHANGE ORDER IS ISSUED P ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRAC appropriation date, etc. J SET FORTH		~~~~~			
	C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO	AUTHO	RITY OF.		
	D. OTHER (Specify type of modification	and authority)			····-	······································
Х	FAR 52.232-22 Limita	tion of Funds				
, IMPORTANT:		is required to sign this document a	nd teturn	O conies	s to the issuing o	fina.
4. DESCRIPTI ee page	ON OF AMENDMENT/MODIFICATION (Organized by UCF section headings, i	including	sclicitation/contract subject matte	r where feasible	
xcept as provid 5A. NAME AND	ded herein, all terms and conditions of the D TITLE OF SIGNER (Type or print)	document referenced in Item 9A or 10	16A.	NAME AND TITLE OF CONTRA	nged and in full fo	rce and effect. (Type or print)
60 CONTRAC	TODIOTEROS	1.22		R. Carpentier		
monthmet (interes a function of the	TORIOFFEROR	15C. DATE SIGNED	16B.	UNITED STATES OF AMERICA	*	16C. DATE SIGNED 5 - 21 - 09
ISN 7540-01-15	ignature of person authorized to sign) 52-8070			(Cignatura Contracting		IDADD CODM 30 /DCU 4D 00)

NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$137,861,592.19. This allotment covers the following estimated period of performance through: **September 1, 2009**.
- (b.) An additional amount of **\$11,390,566.03** is obligated under this contract for payment of fee.

(End of Clause)

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT NAS 9-02102 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) Modification 130 See Block 16C BH3/JPH 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston, Texas 77058 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357 CODE FACILITY CODE (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13) X NAS 9-02102 2/3/03 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. is Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer (a) By completing Items 8 and 15, and submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan E. IMPORTANT: Contractor is required to sign this document and return 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (See pages 2-3) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) J. R. Carpentier, Contracting Officer 16B. UNITED STATES OF AMERICA

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

(Signature of person authorized to sign)

15B. CONTRACTOR/OFFEROR

30-105 JSC MS Word (Aug 95)

RY

(Signature of Contracting Officer)

15C. DATE SIGNED

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA

16C. DATE SIGNED

FAR (48 CFR) 53.243

II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3 Performance Evaluation Plan NAS 9-02102 AWARD FEE DISTRIBUTION

APPENDIX 3 AWARD FEE DISTRIBUTION

EVALUATION PERIOD	AVAILABLE AWARD FEE	EARNED AWARD FEE
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906
04/01/08 - 09/30/08	\$984,658	\$915,732
10/01/08 - 03/31/09	\$999,236	\$959,267
04/01/09 - 09/30/09	\$1,064,402	
10/01/09 - 03/31/10	\$1,045,591	
04/01/10 - 09/30/10	\$1,045,590	

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$137,861,592.19. This allotment covers the following estimated period of performance through: **September 1, 2009**.
- (b.) An additional amount of **\$11,390,566.03** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	LA PROMINITION OF THE AND	1 3
132	1	4 REQUISITION/PURCHASE REQ. NO. 4200305311	5 PROJECT NO. (If applicable)
6. ISSUED BY COD	See Block 16C		
	JSC	7. ADMINISTERED BY (If other than Item 6)	CODE J3C
NASA/Johnson Space Center		NASA/Johnson Space Cente	er
Attn: Byron Atkins/ BH3		Attn: Byron Atkins/ BH3	
2101 NASA Parkway		2101 NASA Parkway	
Houston TX 77058-3696		Houston TX 77058~3696	
3. NAME AND ADDRESS OF CONTRACTOR (No., str	eet county State and ZIR Code	(x) 9A. AMENDMENT OF SOLICITATION NO.	
		(x) AMENDMENT OF SOLICITATION NO.	
AYTHEON TECHNICAL SERVICES	COMPANY		
Attn: Lee Anne Ward		98 DATED (SEE ITEM 11)	
ay Terrace II			
55 Forge River Rd, Suite 1	20	104 MODIFICATION OF CONTRACT/ORD	ED NO
OUSTON TX 77598-4357		× 19A MODIFICATION OF CONTRACT/ORD NAS9-02102	ER NO.
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	02/03/2003	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLICITATIONS	
The above numbered solicitation is amended as set			extended. [] is not extended.
THE PLACE DESIGNATED FOR THE RECEIPT OF	FOFFERS PRIOR TO THE HOUR ANI fer already submitted, such change ma d is received prior to the opening hour	umbers. FAILURE OF YOUR ACKNOWLEDGEMENT D DATE SPECIFIED MAY RESULT IN REJECTION O ty be made by telegram or letter, provided each telegra and date specified. et Increase:	NE VOLID OFFED ILL.
13. THIS IFEM ONLY APPLIES TO	MODIFICATION OF CONTRACTS/ORD	DERS. IT MODIFIES THE CONTRACT/ORDER NO. AS	S DESCRIBED IN ITEM 14.
		THE CHANGES SET FORTH IN ITEM 14 ARE MADE CT THE ADMINISTRATIVE CHANGES (such as char UTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUANT TO	DAUTHORITY OF:	
5.04185.0			
D. OTHER (Specify type of modificatio			
X FAR 52.232-22 Limit	ation of Funds		
IMPORTANT: Contractor X is not.	is required to sign this document	and return 0 copies to the is:	suing office.
DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section headings,	including solicitation/contract subject matter where fe	easible.)
ee page 2			,
•			
cept as provided herein, all terms and conditions of the	ne document referenced in Item 94 or 1	OA, as heretofore changed, remains unchanged and i	in full force and offers
A. NAME AND TITLE OF SIGNER (Type or print)	The state of the s	16A. NAME AND TITLE OF CONTRACTING OF	
			rioen (Type or print)
		Adrian D. Clayton	
B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	168. UNITED ON THE SELVING ATTICE	16C. DATE SIGNED
	ļ	1/1/	/
(Signeture of person authorized to sign)		Character of Col	7-20-2009
BN 7540-01-152-8070		(Signature of Contracting Officer)	STANDARD FORM 30 (DEV. 10.93)

STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Modify Clause B.4, CONTRACT FUNDING and change contract funding by \$2,440,000 from \$149,252,158.22 to \$151,692,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 132	TOTAL
Cost	\$137,861,592.19	\$2,248,847.93	\$140,110,440.12
Fee	\$11,390,566.03	\$191,152.07	\$11,581,718.10
Total	\$149,252,158.22	\$2,440,000.00	\$151,692,158.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

- (a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$137,861,592.19. This allotment covers the following estimated period of performance through: **September 30, 2009**.
- (b.) An additional amount of \$11,390,566.03 is obligated under this contract for payment of fee.

(End of Clause)